3970.

SUPREME COURT OF THE UNITED STATES.

No. 88.

ALFRED INGRAHAM AND GEORGE READ, ASSIGNEES IN TRUST OF THE GRAND GULF RAIL ROAD AND BANKING COMPANY, APPELLANTS,

v.

HENRY S. DAWSON, ADMINISTRATOR OF MOSES GROVES, DECEASED, JOSIAH STANSBROUGH, AND JOHN R. MARSHALL.

APPEAL FROM THE CIRCUIT COURT U. S. FOR THE EASTERN DISTRICT OF LOUISIANA.

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Circuit Court of the United States, Fifth Circuit, and Eastern District of Louisiana.

Bill in Chancery.

Filed, December 2d, 1848.

ALFRED INGRAHAM
v.
HORACE H. GROVES, Administrator. } No. 1752.

To the Honorable the Judges of the Circuit Court of the United States, for the Fifth Circuit and District of Louisiana.

Alfred Ingraham, a citizen of the State of Mississippi, brings this his bill against Horace H. Groves, a citizen of the State of Louisiana, and a resident of the Parish of Madison, administrator of the succession of Moses Groves, deceased, and thereupon your orator complains and says:

That, on the 21st day of May, 1841, the President and Directors of the Grand Gulf Rail Road and Banking Company (a banking corporation created and established by the laws of the State of Mississippi, and residing and located at Grand Gulf, in the said State), in the District Court of the Parish of Madison, in the State of Louisiana, by the consideration of said Court, and after due proceedings had, recovered judgment against Moses Groves, during his life, for the sum of twelve thousand dollars, with interest thereon at the rate of eight per cent. per annum, from the 23d day of May, 1839, till paid; and complainant avers, that said judgment was duly and legally recovered against said Groves; that it has never been reversed nor annulled, but still remains in full force and effect, and the same has not been paid, nor any part thereof: all which will more fully appear by a transcript of the proceedings and judgment herewith filed, marked Exhibit (A), and prayed to be taken as part of this bill.

Further complaining, your orator shows, that on the said 21st day of May, 1841, in the said District Court of the Parish of Madison, by the consideration of said Court, the said President and Directors of the Grand Gulf Rail Road and Banking Company recovered another judgment against said Moses Groves, during his lifetime, for the further sum of ten thousand six hundred and thirty-eight $\frac{43}{100}$ dollars, with eight per cent. per annum interest thereon, from the 12th day of December, 1839, till paid, with costs of suit, with stay of execution on said judgment until the 17th day of April, 1842; a further stay on three-fourths of said judgment until 17th April,

1843; a further stay on one-half of said judgment until 17th April, 1844; and a further stay on the remaining fourth until the 17th April, 1845; with the privilege of paying the whole or any part thereof at any time previous to said last date: all of which will more fully appear by reference to a transcript of the proceedings and judgment, herewith filed and marked Exhibit (B), and prayed to be taken as part of this bill. And your orator avers, that said last-mentioned judgment remains unreversed, unannulled, and unsatisfied, either in whole or in part. Your orator shows, that by reason of said judgment, said Moses Groves became bound and liable in his lifetime, and the said administrator since his death, to pay to the said President and Directors of the Grand Gulf Rail Road and Banking Company, said sums of money therein specified, according to the tenor, terms, and effect thereof.

Your orator further shows, that on the day of December, 1841, the said Moses Groves departed this life; and afterwards, to wit, on the day of February, 1842, the said Horace H. Groves was duly appointed, by the Probate Court of Madison County, administrator of his succession, which office the said Horace H. Groves accepted and still holds.

Further complaining, your orator shows, that on the 10th day of February, 1842, the said President and Directors of the Grand Gulf Rail Road and Banking Company, by their President, for that purpose duly authorized, did, by a certain deed of trust and assignment of that date, assign, transfer, and make over to your orator, Alfred Ingraham, and one John Lindsay, and to the survivor of them, said two judgments against Moses Groves, above described and set forth in this bill, together with other property therein mentioned, for certain purposes and trusts therein specified; a copy of which deed of trust and assignment is herewith filed, marked Exhibit (C), and prayed to be taken as part of this bill.

Your orator further shows, that afterwards, to wit, on the 14th day of November, 1842, the said Lindsay, one of the trustees aforesaid, having first accepted said trust, departed this life, before the payment of said judgments, or any part thereof, leaving your orator, who had also accepted said trust, surviving; by reason whereof, and by virtue of the provisions of said deed of trust, your orator, having survived the said Lindsay as aforesaid, became, as such survivor, the sole trustee under said trust, and the sole owner in equity of said two judgments above described.

Your orator further shows, that the said Moses Groves, in his lifetime, and the said Horace H. Groves, administrator since his death, had full notice of said assignment and trust, and by reason thereof, the said administrator became and still is liable in equity to pay to your orator, as sole surviving trustee as aforesaid, the said sums of money in said judgments specified, together with interest, costs, &c. Yet said Moses Groves, during his life, and the said defendant,

administrator as aforesaid, since his death, though often requested, have not paid all or any part of said sums of money; but to pay the same, or any part thereof, to said Ingraham and Lindsay, in the lifetime of the latter, or to your orator since his death, have wholly neglected and refused.

Wherefore, the premises considered, may it please your honors to grant the writ of subpœna, directed to said defendant, Horace H. Groves, administrator, commanding him, under a certain penalty, to appear, at a time and place therein specified, and then and there true and perfect answer make to this bill of complaint; and upon final hearing, may it please your honors to decree that said defendant, as administrator aforesaid, pay to your orator, as trustee, said sums of money, in said judgments set forth, together with interest at the rate of eight per cent. per annum, from the dates therein specified respectively.

And your orator prays for such other and further relief as may seem just and equitable.

(Signed) STRAWBRIDGE & PRENTISS & FINNEY,
Solicitors for Complainant.

Complainant's Exhibit, marked (*A*).

Filed with Bill, December 2d, 1848.

Transcript from State Court.

Pleas.

Before the Honorable Frederic H. Davis, District Judge of the Ninth, now Tenth, Judicial District Court, of the State of Louisiana, in and for the Parish of Madison, at a regular term of said Court, begun and held at the court-house in Richmond, on the 18th day of May, A.D. 1840, between

THE GRAND GULF RAIL ROAD & BANKING COMPANY, Plaintiffs, *v.* MOSES GROVES, JOHN GRISSOM, PANNENAS BRISCOE, and WILLIAM BRISCOE, Defendants.	No. 247.

Be it remembered, that heretofore, to wit, on the 19th day of March, A.D. 1840, the said plaintiffs, by their counsel, filed their petition in the clerk's office of said Court, which said petition is in the words and figures following, to wit:

To the Honorable Frederic H. Davis, Judge of the Ninth Judicial District of the State of Louisiana, sitting in and for the Parish of Madison.

The petition of the President and Directors of the Grand Gulf

Rail Road and Banking Company, an incorporated institution, duly chartered, incorporated, and vested with full corporate powers (among which is the power and right of suing and being sued), by certain laws of the State of Mississippi, residing and being located at Grand Gulf, in the said State of Mississippi, respectfully represents, that Moses Groves, who resides in the Parish of Madison, and State of Louisiana, John Grissom, Pannenas Briscoe, and William Briscoe, the three last-named of whom reside in the County of Claiborne, and State of Mississippi, are justly and truly indebted, jointly, severally, and in solido, to your petitioners, in the sum of twelve thousand dollars, with eight per cent. interest thereon, for this, to wit: that heretofore, to wit, on the 22d day of February, A.D. 1838, to wit, at Grand Gulf, the aforesaid Moses Groves, Grissom, and Briscoes, made their certain promissory note in writing, whereby, three hundred and seventy days after the 15th of May, 1838, they promised to pay to your petitioners the aforesaid sum of money, for money loaned to the aforesaid Moses Groves, and then and there, having each of them signed said note, they delivered the same to your petitioners; all of which will more fully appear by reference to said note, here filed and made a part of this petition. Shows, that at or since the maturity of said note, the same has been duly protested for non-payment. Shows, that since the maturity of said note, the same was duly presented at the said bank, and payment thereof then and there duly and amicably demanded, which payment was again refused. Shows, that the said Moses Groves, since the maturity of said note, has been amicably requested to pay the same, and has often promised and assumed so to do, but has hitherto failed and refused so to do. Shows, that by the laws of the State of Mississippi, where said contract was entered into and to be performed, the aforesaid parties to said note were and are, severally as well as jointly, bound for the payment of the same to your petitioners, and are obligors in solido to your petitioners for the amount of said note. Shows, that by the laws of the said State of Mississippi, your petitioners are entitled to have and recover eight per cent. per annum interest on said note, from its maturity. Wherefore, the premises considered, your petitioners pray, that the aforesaid Moses Groves, John Grissom, Pannenas Briscoe, and William Briscoe, may be severally cited to appear and answer to this petition, and that, after due legal proceedings had thereon, your petitioners may have judgment herein, jointly and severally, against them, and that they may be condemned jointly, severally, and in solido, to pay to your petitioners the full amount of said note, together with eight per cent. interest thereon, from its maturity, damages, and all costs, and for all equitable relief in the premises.

FRED. H. FARRAR,
Attorney for Petitioners.

3974

GRAND GULF, 22d February, 1838.

$12,000.

Payable at the Grand Gulf Rail Road Bank.

Three hundred and seventy days after the 15th May, 1838, we promise to pay to the President and Directors of the Grand Gulf Rail Road and Banking Company, twelve thousand dollars for money loaned to Moses Groves.

MOSES GROVES,
JOHN GRISSOM,
P. BRISCOE,
W. BRISCOE.

And afterwards, to wit, on the 25th day of March, 1840, the following citations issued from the clerk's office of said Court, to wit:

Citation.

The State of Louisiana, Ninth Judicial District Court, Parish of Madison.

GRAND GULF R.-R. & BG. CY.
v.
MOSES GROVES et al. } No. 247.

To Moses Groves et al., residing in the said Parish of Madison:

You are hereby summoned, cited, either to comply with the demand contained in the petition of the said Grand Gulf R. R. & Bg. Cy., of which a copy accompanies this citation, or to deliver your answer to the said petition at the office of the clerk of said Court, held in the town of Richmond in said Parish, within thirteen days after service hereof. Witness, the Honorable Fred. H. Davis, Judge of said Court, signed sealed and delivered this 25th day of March, 1840.

JOHN T. MASON, [SEAL.]
Clerk of said Court.

Upon which said citation are the following indorsements:

Rec'd on the 25th day of March, 1840, and served on the 30th day of the same month and year, by leaving a certified copy of this citation, and of the petition, with Horace Groves, a free white person, above the age of 14 years, at and living at the domicile of the defendant Moses Groves, on the Bayou Vidal in this parish. Parish of Madison, La., Ap'l 2d, 1840.

T. B. SCOTT,
Sheriff.

Service $2 50, mileage $1 75.

Filed this 2d day of April, A.D. 1840.

GEO. D. SHADBURNE,
D. C.

Citation.

The State of Louisiana, Ninth Judicial District Court, Parish of Madison.

GRAND GULF R. R. & BG. CY.
v.
MOSES GROVES et al.
No. 247.

To John Grissom, residing in the State of Mississippi. You are hereby summoned, cited, either to comply with the demand contained in the petition of said Grand Gulf Rail Road and Banking Company, of which a copy accompanies this citation, or to deliver your answer to the said petition at the office of the clerk of said Court, held in the town of Richmond in said parish, within ten days after service hereof. Witness, the Honorable Fred. H. Davis, Judge of said Court. Signed, sealed, and delivered this 25th day of March, 1840.

[SEAL.] JOHN T. MASON,
Clerk of said Court.

On which citation are the following indorsements, to wit:

Rec'd on the 25th day of March, A. D. 1840, and served on the 2d day of April, 1840, by pasting up at the Court House door in the town of Richmond, a certified copy of this citation, and by reserving a copy of the petition to serve on the att'y for absentees. Parish of Madison, La. April 2d, 1840.

T. B. SCOTT,
Sheriff.

Filed this 2d day of April, A. D. 1840.

GEO. D. SHADBURNE,
D. C.

Citation.

The State of Louisiana, Ninth Judicial and District Court, Parish of Madison.

GRAND GULF R. R. & BG. CY.
v.
MOSES GROVES et al.
No. 247.

To Panninas Briscoe, residing in the County of Claiborne, State of Miss.:

You are hereby summoned, cited, either to comply with the demand contained in the petition of said Grand Gulf Rail Road and Banking Company, of which a copy accompanies this citation, or to deliver your answer to the said petition, at the office of the clerk of said Court, held in the town of Richmond in said parish, within ten

days after service hereof. Witness the Honorable Fred. H. Davis, Judge of said Court. Signed, sealed, and delivered this 25th day of March, 1840.

[SEAL.] JOHN T. MASON,
Clerk of said Court.

On which citation are the following indorsements, viz.:

Rec'd on the 25th day of March, A. D. 1840, and served on the 2d day of April, 1840, by posting up at the court-house door, a certified copy of this citation, and reserving a copy of the petition to serve on the att'y for absentee. Parish of Madison, La. April 2d, 1840.

T. B. SCOTT,
Sheriff.

Filed this 2d day of April, A. D. 1840.

GEO. D. SHADBURNE,
D. C.

Citation.

The State of Louisiana, Ninth Judicial District Court, Parish of Madison.

GRAND GULF R. R. & BG. CY.
v.
MOSES GROVES et al.

To William Briscoe, residing in the County of Claiborne, State of Miss.:

You are hereby summoned, cited, either to comply with the demand contained in the petition of the said Grand Gulf Rail Road and Banking Company, of which a copy accompanies this citation, or to deliver your answer to the said petition, at the office of the clerk of said Court, held in the town of Richmond in said parish, within ten days after service hereof. Witness the Honorable Fred. H. Davis, Judge of said Court. Signed, sealed, and delivered this 25th day of March, 1840.

[SEAL.] JOHN T. MASON,
Clerk of said Court.

And upon said citation are the following indorsements:

Rec'd on the 25th day of March, A. D. 1840, and served on the 2d day of April, 1840, by posting up at the court-house door in Richmond, La., a certified copy of this citation, and by reserving a copy of the petition to serve on the att'y for absentees. Parish of Madison, April 2d, 1840.

T. B. SCOTT,
Sheriff.

Filed this 2d day of April, A. D. 1840.

GEO. D. SHADBURNE,
D. C.

On the 17th day of November, A. D. 1840, the following entry was made on the minutes of the Court Book A. page 115.

Default.

GRAND GULF R. R. & BG. CY.
v.
MOSES GROVES et al. } No. 247.

In this case the defendant, Moses Groves, having failed to appear, either in person or by his advocate, after the delay provided by law, judgment by default is rendered against him.

And on the 23d day of November, 1840, the following entry was made on the minutes of the Court, page 136.

Answer filed.

GRAND GULF R. R. & BG. CY.
v.
MOSES GROVES et al.

Answer.

9th District Court, Parish Madison.

GRAND GULF R. R. & BG. CY.
v.
MOSES GROVES et al.

Moses Groves, defendant in the above entitled suit, residing in the parish aforesaid, for answer thereto denies generally and specially all the allegations in plaintiff's petition contained. Defendant admits the execution of the note sued on. For further answer, the defendant specially denies the right and capacity of plaintiffs to sue and to maintain this suit. He alleges that the charter of plaintiffs, and all their banking powers and privileges, have been, and are, now forfeited, in consequence of plaintiff's having failed and refused heretofore, to wit, on the 2d day of July, A. D. 1840, and at divers other times since the 1st day of April, A. D. 1840, to pay specie at their counter for their notes and liabilities, as required by an act of the Legislature of the State of Mississippi, approved the 21st February, 1840, entitled An act requiring the several banks in this state to pay specie, and for other purposes; and that upon the failure and refusal of the plaintiffs as aforesaid, the Governor of the State of Mississippi was, by virtue and in pursuance of the provisions of the aforesaid act, issued his proclamation, and thereby officially declared that the Grand Gulf Rail Road and Banking Company has forfeited all its banking powers and privileges. Wherefore, defendant prays that plaintiffs' demand be rejected, with costs, &c. If the above answer and exception be overruled, then defendant specially pleads,

that he has paid, and extinguished, and compensated, the note upon which this suit is brought in the following manner, viz.: that on the 26th day of November, A. D. 1838, defendant sold and delivered to said bank, through its legally authorized agents, one hundred and seven bales of cotton, at and for the price of five thousand dollars, for which sum plaintiffs gave defendant a receipt, which cotton was purchased and received by the said bank, at and for the price aforesaid. That in the year A. D. 1839, defendant sold and delivered to said bank, through their authorized agents, one hundred bales of cotton at eleven cents per pound, weighing pounds, and amounting to about four thousand five hundred dollars, by which sales the plaintiffs became immediately indebted to defendants, in the amount of the price, which instanter operated to compensate against the demand of plaintiffs. That at the periods of the aforesaid sales, the notes of the said plaintiffs were at a discount and depreciated below specie par, from thirty to forty per cent., and that their notes were a legal tender to them in the payment of debts due them, and that defendant is entitled to compensate and offset the above sums against the demands of plaintiffs, upon the above principle, which will leave little or nothing due plaintiffs.

Wherefore, defendant prays to be admitted to plead in payment and compensation as aforesaid. That plaintiffs' demand be rejected with costs, and that plaintiffs be ordered to answer under oath, by J. Lindsey, Joseph Callender, and Charles English (their late president, cashier, and teller), the interrogatories annexed to and made part of this answer, and for general relief in the premises, &c.

D. S. STACY,
Att'y for Def't.

Int. 1st. Who were the president and cashier of the Grand Gulf Rail Road and Banking Company, during that part of the year 1840, preceding August?

Int. 2d. Has or has not said bank, since the 1st day of April, 1840, failed and refused to pay specie at its counter for any of its notes, of the denomination of five dollars, which were presented to it for payment, and were due and demandable when presented?

Int. 3d. Please examine the annexed proclamation of the Governor of the State of Mississippi, in relation to said bank, and state whether or not Charles English was or was not, on the 2d day of July, 1840, teller of said bank, and whether the note of said bank described in said proclamation was or was not presented for payment in specie, and payment refused, as therein set forth.

D. S. STACY,
Att'y for Def't.

Before the undersigned authority personally appeared Moses Groves, the within named defendant, who being duly sworn makes oath, that the interrogatories attached to this answer are material,

and that in his opinion the answers of the plaintiffs as interrogated will assist him in making his defence, and that the testimony of Mr. E. Muir, of Grand Gulf, Mississippi, is material to establish the sale of the 107 bales of cotton, as set forth in the foregoing answer.

MOSES GROVES.

Sworn to and subscribed this 23d day of Nov., A. D. 1840, me,

J. M. WILKINSON,

Justice of the Peace.

A Proclamation.

By Alexander G. McNutt, Governor of the State of Mississippi.

Whereas it is provided in the eighth section of an act, requiring the several banks in this state to pay specie, and for other purposes, approved February 21, 1840, that from and after the first day of April next (thereafter), all the banks and moneyed corporations in this State shall be required to pay specie at their counters, respectively, for all their notes or liabilities, then due, of the denomination of five dollars and under.

And whereas it is further provided, in the ninth section of said act, that should any bank or moneyed corporation in this State, from and after the times prescribed in the preceding section of this act, refuse to pay specie on its respective liabilities, as therein specified, and in the manner therein prescribed, it shall be the duty of the president, cashier, or teller of such bank to place his name, together with the date, on the back of such note, or evidence of liability, on presentation thereof, which said indorsement shall be held and deemed sufficient evidence of protest and refusal of the bank to pay specie.

And whereas it is further provided, in the tenth section of said act, that whenever the Governor, either from the certificate of the president, cashier, or teller, as aforesaid, or by affidavit of the holder of any such note, bill, or other evidence of debt, shall be satisfied that such presentment has been duly made and payment refused, he shall forthwith issue his proclamation, declaring that said corporation has forfeited all its banking powers and privileges.

And whereas, M. J. Howard did, on the second day of July, A. D. 1840, present a note, in the words and figures following, to wit: A. No. 349. The Grand Gulf Rail Road and Banking Company promises to pay on demand five dollars to H. Natt, or bearer. Grand Gulf, Mississippi, May 21st, 1835. B. Hughes, President. J. Callender, Cashier, to Charles English, Teller of the Grand Gulf Rail Road and Banking Company, and demanded payment thereof in specie, which was refused, and that the said teller did then and there indorse thereon. July 2d, 1840. Chas. English, Teller. Now, know ye, that being satisfied that presentment of said note has been duly made, and payment thereof refused, I do, by virtue of the

authority in me vested by the constitution and laws of this State, issue this my proclamation, declaring that the Grand Gulf Rail Road and Banking Company has forfeited all its banking powers and privileges. In testimony whereof, I, Alexander G. McNutt, Governor of the State aforesaid, have caused these letters to be made patent, and the great seal of the State to be hereunto affixed.

Given under my hand, at the City of Jackson, this 2d day of July, A. D. 1840, and of the sovereignty of the State of Mississippi the twenty-third. [SEAL.]

By the Governor, A. G. McNUTT.

THEO'S B. WOODWARD,
Secretary of State.

JACKSON, MIS., July 24th, 1840.

Sheriff's Return.

Received, on the 6th day of March, A. D. 1841, a certified copy of the within documents, containing answer, interrogatories, and Gov. A. G. McNutt's proclamation, and served on the same day, by handing them to Fred. H. Farrar, the Attorney of Record, in person, at the residence of R. M. Scott, in the Parish of Madison, La.

THO. B. SCOTT,
Sheriff.

Interrogatories.

Ninth Dist. Court, Parish of Madison.

GRAND GULF R. R. & BG. CY. *v.* MOSES GROVES. } No. 247.

Interrogatories propounded to William E. Muire and Joseph Callender, of Grand Gulf, Mis., and to be by them answered under oath before Louis Cronley, a justice of the peace in and for Claiborne County, by virtue of a commission issued from the Court aforesaid, which answers are to be used on behalf of the defendant, upon the trial of this cause.

Int. 1st. Did or did not Moses Groves, in the year 1838, sell to the Grand Gulf Bank one hundred and seven bales of cotton, for five thousand dollars? If not, what amount of cotton did he that year sell to the bank, and at what price, and was or was not the price of the cotton paid over by the bank to Groves?

Int. 2d. Did or did not said Groves, during the year 1839, sell to said bank one hundred bales of cotton, at eleven cents per pound? If so, what was the weight of said hundred bales, what the amount of the proceeds, and was, or was not, the amount of the proceeds of said cotton paid over by said bank to said Groves?

Int. 3d. Were you or not, Mr. Callendar, during those years, the cashier of said bank? And you, Mr. Muir, the agent of said bank

in the purchase of cotton; and did you, or not, purchase said cotton, or a part of it, for the bank?

Int. 4th. At what discount below specie par, during the years 1838 and 1839, were the notes of the Grand Gulf Bank?

D. S. STACY,
Attorney for Defendants.

Sheriff's Return.

Rec'd, on the 6th day of November, A. D. 1841, the written interrogatories, and served them the same day of the year and month, by handing a certified copy of the same to Fred. H. Farrar, Esq., Attorney of Record, at the residence of R. M. Scott, in the Parish of Madison, Louisiana.

THOS. B. SCOTT,
Sheriff.

Cross-Interrogatories.

Ninth Dist. Court, Parish of Madison.

GRAND GULF R. R. & BG. CY. v. MOSES GROVES et al. } No. 247.

Cross-Interrogatories to be propounded to the aforesaid witnesses, Joseph Callendar, J. Lindsay, and Charles English, in the above entitled suit:

Cross-Int. 1st. Please state, as fully as if specially interrogated thereunto, all you know about the various transactions alluded to in defendant interrogatories.

Cross-Int. 2d. State everything you know that may be material to the plaintiffs in this cause.

FRED. H. & THOS. P. FARRAR,
Attorneys for Plaintiffs.

Cross-Interrogatories to Wm. E. Muir and Joseph Callendar.

Ninth District Court, Parish of Madison.

GRAND GULF R. R. & BG. CY. v. MOSES GROVES et al. } No. 247.

Cross-Interrogatories to be propounded to the aforenamed William E. Muir and Joseph Callender, witnesses in the above-entitled cause.

Cross-Interrogatory 1st. Please state as fully as if specially interrogated thereto, all you know about the various transactions alluded to in the defendant's interrogatories.

Cross-Interrogatory 2d. State everything you know that may be material to the plaintiff in this cause.

FRED. H. FARRAR & THOS. P. FARRAR,
Attorneys for Plaintiffs.

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Commission.

State of Louisiana, Parish of Madison.

GRAND GULF RAIL ROAD & R. R. COMPANY
v.
MOSES GROVES et al. } 247.

To Louis Cronley, Esqr., or any other justice of the peace, residing in Claiborne County, Mississippi, greeting:

Know ye, that reposing special trust and confidence in your prudence, knowledge, and fidelity, you are hereby nominated and appointed, and by these presents invested with full power and authority to cause to before you, J. Lindsay, Joseph Callendar, Charles English, and William E. Muir, and them diligently to examine, on their oaths or affirmations, touching their knowledge in a certain matter of controversy now pending in the Ninth District Court of the State of Louisiana, in and for the Parish of Madison aforesaid, wherein the Grand Gulf Rail Road and Banking Company are plaintiffs, and Moses Groves et al. are defendant, which said examination so taken is to be read in evidence on the trial of said cause, and which you will also send closed under your hand and seal, directed to the Clerk of the said Court of the Parish of Madison, with all due speed, together with this commission, on or before the third Monday in May next, A.D. 1841. Witness, the Honorable B. G. Tenney, Judge of said Court, this 12th day of February, 1841.

[SEAL.] JOHN T. MASON,
Clerk of said Court.

Depositions.

The State of Mississippi, Claiborne County, *ss.*

GRAND GULF R. R. & BG. CY.
v.
MOSES GROVES et al. } No. 247.

Agreeable to the annexed commission to me directed by the Clerk of the Parish of Madison and State of Louisiana, I, Louis Cronly, Justice of the Peace and ex-officio Notary Public in and for the County and State aforesaid, have this day caused to come before me, at my office in Grand Gulf, John Lindsay, Charles English, and Wm. E. Muir, witnesses in the above-mentioned case, and having first duly qualified them on the Holy Evangelists of Almighty God, did commit their answers to writing to the interrogatories and cross-interrogatories propounded, and herewith annexed, as follows, to wit:

John Lindsay, being first duly sworn, replies, in answer to 1st interrogatory. John Lindsay was the President, Joseph Callendar was the Cashier of the Grand Gulf Rail Road and Banking Company,

from the 1st January, 1840, until the 1st of May. Alf. Ingraham was cashier from the 1st of May.

Answer to 2d interrogatory. This bank has not paid specie on any of her notes since the 1st day of April, 1840.

Answer to 3d interrogatory. Charles English was the teller on the 2d day of July, 1840. The note described in the Governor's proclamation does not agree in description with that standing on the books as registered at the instance of M. J. Howard. Witness was not present when said Howard was in bank, and does not know whether he did or did not demand specie in payment, as set forth in the Governor's proclamation.

Answers to Cross-Interrogatories.

Answer to 1st cross-interrogatory. It appears by the books of the bank, that Moses Groves did not sell any cotton to the bank in 1838. The credit, on the 26th November, 1838, for $5,000, was a check of J. & H. J. Butterworth on this bank for that sum, handed in by Muir, Moore & Co. to be credited on the claims then held by the bank against said Moses Groves. The bank, on the 5th December, 1839, purchased through its agent, W. E. Muir, 97 bales of cotton, weighing 37,747 lbs. @ 11 c., amounting to 4,152 $\frac{17}{100}$ dollars, which was per agreement to be applied to the payment of the debts due said bank by said Groves. The before-mentioned sums were accordingly applied as follows, viz.:

1st. To a balance of twelve hundred and fifty-five dollars remaining unsettled on two notes of Minor, Moore & Co., the payment of which had been assumed by said Groves. $1,255 00.

2d. To the payment of a note, dated Port Gibson, December 22, 1835, payable on the 5th January, 1837, drawn by Moses Groves to the order of Jos. H. Moore & Co., and by them and B. Hughes indorsed, ... $5,300 00

Interest to December 12, 1839, . . . 1,241 57

Protest fees, ... 2 50

$6,544 07

Which note is now in bank subject to the order of said Groves.

3d. The balance, thirteen hundred and fifty-three $\frac{10}{100}$ dollars, and three hundred and twelve $\frac{90}{100}$ dollars interest, and allowed him on his deposit, making together sixteen hundred and sixty-six dollars, is credited as a payment, December 12th, 1839, on a note drawn by Moses Groves, indorsed Hooper & Boyart, Moore, Burroughs & Co., and B. Hughes, for ten thousand dollars, dated January 15th, 1836, at twelve months from the 22d January, due January 25th, 1837, now in suit in the Parish of Madison. $1,666.

Sworn to and subscribed at Grand Gulf, this 15th day of April, A. D. 1841.

JOHN LINDSAY.

Before me,
LOUIS CRONLEY, [SEAL.]
J. P. Ex. Off. Not. Pub.

Charles English being next duly sworn, replies in answer to 1st interrogatory: John Lindsay was the President, Joseph Callendar was the Cashier of the Grand Gulf Rail Road and Banking Company, from the 1st January, 1840, until the 1st of May. Alfred Ingraham was the cashier from the 1st of May.

Answer to 2d interrogatory. This bank has not paid specie on any of her notes since the 1st April, 1840.

Answer to 3d interrogatory. This witness was the teller on the 2d day of July, 1840. The note described in the Governor's Proclamation does not agree in description with that registered at the instance of M. J. Howard, neither did said Howard demand or ask payment in specie of that or any other note, as set forth in said proclamation.

Answers to Cross-Interrogatories.

Answer to 1st cross-interrogatory. It appears by the books of the bank, that Moses Groves did not sell any cotton to the bank in 1838. The credit on the 26th November, 1838, for 5000 was a check of J. and H. J. Butterworth on the bank for that sum, handed in by Muir, Moore & Co., to be credited on the claims then held by the bank against said Moses Groves. The bank, on the 5th December, 1839, purchased, through its agent, W. E. Muir, 97 bales of cotton, weighing 37,747 lbs., at 11c., amounting to 4152 $\frac{17}{100}$ dollars, which was, per agreement, to be applied to the payment of the debts due said bank by said Groves. The before-mentioned sums were accordingly applied to the extinguishment of certain debts due the bank by said Groves, viz.:

1st. To a balance of twelve hundred and fifty-five dollars, remaining unsettled, on two notes of Muir, Moore & Co., the payment of which had been assumed by said Groves. $1255.

2d. To the payment of a note, dated Port Gibson, December 22d, 1835, payable on the 5th January, 1837, drawn by Moses Groves to the order of Jos. H. Moore & Co., and indorsed by them and B. Hughes, ... $5,300 00
Interest to December 12th, 1839, ... 1,241 57
Protest fees, ... 2 50

6,544 07

Which note is now in bank, subject to the order of said Groves.

3d. The balance, thirteen hundred and fifty-three $\frac{10}{100}$ dollars, and three hundred and twelve $\frac{90}{100}$ dollars, interest allowed him on his deposit, making together sixteen hundred and sixty-six dollars, is credited as a payment, December 12th, 1839, on a note drawn by

Moses Groves, indorsed by Hoopest, Bogart, Moore, Burroughs & Co., and B. Hughes, for ten thousand dollars, dated January 15th, 1836, at twelve months, from the 22d January, due January 25th, 1837, now in suit in the Parish of Madison. $1666.

CHAS. ENGLISH.

Sworn to and subscribed at Grand Gulf, this 15th day of April, 1841, before me.

LOUIS CRONLEY,
J. P., Ex. Off. Not. Pub.

William E. Muir being next duly sworn says, in answer to 1st interrogatory. I do not know that Moses Groves sold the Grand Gulf Bank one hundred and seven bales cotton, in the year 1838, or whether he sold that institution any cotton at all. I sold one hundred and seven bales cotton for Mr. Groves, on the 22d November, 1838, to Messrs. J. & H. J. Butterworth, of Grand Gulf, at twelve and a half cents per pound, payable in the notes of the Grand Gulf Bank, and paid into the bank to the credit of Moses Graves, five thousand dollars in the check of the Messrs. Butterworth on said bank.

Answer to 2d interrogatory. I was the agent of the Grand Gulf Bank in the year 1839, for the purchase of cotton, and purchased from Moses Groves, on the 5th December, 1839, for the bank, ninety-seven bales of cotton, weighing 37,747 pounds, at 11 cents per pound, making 4152 $\frac{17}{100}$ dollars, which was placed to the credit of said Moses Groves, in said bank, to be applied to the payment of debts due by him to said institution.

Answer to 3d interrogatory. This interrogatory is answered in my answer to the second interrogatory.

Answer to 4th interrogatory. I cannot say what was the rate of discount on the notes of the Grand Gulf Bank, during the whole year of 1838. It was received in payment for cotton purchased, and other debts in this State, at par. As well as I can recollect, it was at a discount of from 15 to 20 per cent. about the 6th December, 1839.

Answers to Cross-Interrogatories.

Answer to 1st cross-interrogatory. There was a difference of about three cents per pound in the month of December, 1839, between the prices of cotton, payable in New Orleans funds, and the prices payable in the notes of the Grand Gulf Bank. I allowed Moses Groves fully this difference in the purchase made from him for the bank. I was only authorized, as the agent of the bank, to buy from those indebted to her, in purchasing for the institution. I was obliged to allow more for the article than I could have bought it for with the notes of the bank.

Answer to 2d cross-interrogatory. I know nothing more that would be material evidence in the case.

W. E. MUIR.

Sworn to and subscribed at Grand Gulf, this 15th day of April, A. D. 1841, before me.

[SEAL.] LOUIS CRONLEY,
J. P., Ex-off. Not. Pub.

The State of Mississippi, Claiborne County, *ss.*

I, Louis Cronley, Justice of the Peace, and Ex-officio Notary Public, in and for the County and State aforesaid, do hereby certify, that I caused to come before me, at my office in Grand Gulf, at the dates heretofore specified, the aforementioned John Lindsay, Charles English, and Wm. E. Muir, witnesses in a suit now pending in the Parish of Madison and State of Louisiana, wherein the Grand Gulf Rail Road and Banking Company is plaintiff, and Moses Groves and others are defendants, and that I did, in my own proper person, reduce to writing the answers of said witnesses to the interrogatories herewith inclosed.

In testimony whereof, I have hereunto set my hand and affixed my seal of office at Grand Gulf aforesaid, this 15th day of April, A. D. 1841.

[SEAL.] LEWIS CRONLEY, [SEAL.]
J. P., Acting Notary Public.

Judgment.

On the 20th day of May, A. D. 1841, the following Judgment was entered on the minutes of the Court, Book A, page 192, and signed in open Court on the 21st day of May, 1841, by the Judge of said Court.

State of Louisiana, Parish of Madison, Ninth District Court, May Term, A. D. 1841.

GRAND GULF R. R. AND BG. CY.
v.
MOSES GROVES et al. } No. 247.

In this case, by reason of the law, and the evidence being in favor of the plaintiffs, and further, by reason of a confession of judgment made in open Court by one of the defendants, Moses Groves: it is, therefore, ordered, adjudged, and decreed, that the plaintiffs, the President and Directors of the Grand Gulf Rail Road and Banking Company, do recover of the said defendant, Moses Groves, the sum of twelve thousand dollars, with interest thereon, at the rate of eight per centum per annum, from the 23d day of May, A. D. 1839, till paid, and the costs of this suit to be taxed.

Done, and signed in open Court, this 21st day of May, A. D. 1841.

B. G. TENNEY,
Judge, 9th Distr.

Minutes.

On the 22d day of November, 1841, the following entry was made on the minutes of the Court, Book A, page 353.

GRAND GULF R. R. & BG. CY.
v.
MOSES GROVES et al.

On motion of plaintiffs' counsel, this suit is dismissed, as to John Graham, Pannenous Briscoe, and Wm. Briscoe, at plaintiffs' costs.

Certificate.

State of Louisiana, Parish of Madison, Tenth District Court, Clerk's Office.

I, John T. Mason, Clerk of the said Court, do hereby certify, that the foregoing pages contain a true and complete transcript of all the documents filed and proceedings had in the foregoing entitled cause of the Grand Gulf Rail Road and Banking Company *v.* Moses Groves et al., numbered 247 on the docket of said Court; the said Court having been at the institution, and during the progress of said cause the Ninth District Court.

[SEAL.] Witness my signature, and the witness of the seal of said Court, this 2d day of October, A. D. 1848.

JOHN T. MASON,
Clerk.

Complainant's Exhibit B.

Filed with Bill, December 2d, 1848.

Transcript from the State Court.

GRAND GULF R. R. & BG. CY.
v.
MOSES GROVES.
No. 248.

Pleas.

Before the honorable Ninth, now Tenth Judicial District Court of the State of Louisiana, in and for the Parish of Madison: Be it known and remembered, that on the 19th day of March, A. D. 1840, the Grand Gulf Rail Road and Banking Company by their attorney filed in said Court their petition, which is in the words and figures following, viz.:

Petition.

To the Honorable Frederick H. Davis, District Judge of the Ninth Judicial District of the State of Louisiana, sitting in and for the Parish of Madison:

The petition of the President and Directors of the Grand Gulf Rail Road and Banking Company, an incorporated institution duly chartered, incorporated, and vested with full, corporate powers, among which are the power and right of suing and being sued, by certain laws of the State of Mississippi, residing and located at Grand Gulf, in the said State of Mississippi, respectfully represents, that Moses Groves, who resides in the Parish of Madison, and State of Louisiana, is justly indebted to them in the sum of eight thousand three hundred and thirty-four dollars, with eight per cent. interest thereon for this; that, heretofore, to wit, on the 15th day of January, A. D. 1836, to wit, at Port Gibson, the aforesaid Moses Groves made his certain promissory note in writing, whereby, twelve months after the 22d of the month last aforesaid, he promised to pay to the order of Hoopes & Bogart, ten thousand dollars, value received, negotiable and payable at the Grand Gulf Rail Road Bank, and then and there having signed said note, he delivered the same to the aforesaid Bogart & Hoopes, who then and there indorsed said note, and delivered the same to Moore, Burroughs & Co., who then and there indorsed said note, and delivered to one B. Hughes, who then and there indorsed said note, and delivered it to your petitioners. All of which will more fully appear by reference to said note, here filed and made a part of this petition. Shows that, at the maturity of said note, the same was duly presented at the place where the same was made payable, and payment thereof then and there duly and amicably demanded, which payment was refused; whereupon said note was duly protested for payment, as will appear by said protest here filed and referred to. Shows that, since the maturity of said note, the same was again duly presented at the Bank where the same was made payable, and payment thereof then and there again duly and amicably demanded, which payment was again refused. Shows that, since the maturity of said note, the said Groves has repeatedly promised and assumed to pay the same to your petitioners, and has in effect paid to your petitioners the sum of sixteen hundred and sixty-six dollars, which is duly credited thereon. Shows that, by the laws of the said State of Mississippi, where said note was made and was payable, your petitioners are entitled to have and recover thereon eight per cent. per annum interest from the maturity of said note.

Wherefore, the premises considered, your petitioners pray that the aforesaid Moses Groves may be cited to appear and answer to this petition, and that after due legal proceedings had thereon, your petitioners may have judgments against him herein, and that he may be condemned to pay to your petitioners the full amount due on said note, together with eight per cent. interest thereon from the maturity of said note, damages, and all costs, and for general relief, &c.

FRED. H. FARRAR,
Attorney for Petitioners.

Indorsed.

248. Madison Dist. Court. Grand Gulf Rail Road and Banking Company *v.* Moses Groves. Petition filed 19th March, 1840. John T. Mason, Clerk. Farrar.

Note.

PORT GIBSON, January 15th, 1836.

$10,000.

Twelve months after the twenty-second inst., I promised to pay to the order of Hoopes & Bogart, ten thousand dollars, value received, negotiable and payable at the Grand Gulf Rail Road Bank.

MOSES GROVES.

Indorsed.

968. 22–25 January. $10,000, credited on the 12th Dec., 1839. 1666. Hoopes & Bogart, by Joseph H. Moore, Moore, Burroughs & Co., B. Hughes.

Protest.

United States of America. State of Mississippi, Claiborne County.

By this instrument of protest, be it known, that on this twenty-fifth day of January, 1837, at the request of the Teller of the Grand Gulf Rail Road and Banking Company, the holder of the original note of which a true copy is here indorsed, I, Louis Cronly, Justice of the Peace, acting as Notary Public, residing in the town of Grand Gulf, qualified according to law, did present the said note at the office of the Grand Gulf Rail Road and Banking Company, where it is made payable, and demanded payment thereof. I was informed by the Teller that there were no funds in the bank for the payment of the above-mentioned note. Whereupon, I, the said Justice of the Peace, acting as Notary Public, at the request aforesaid, did protest, and by these presents do solemnly and publicly protest, as well against the drawer or maker of said note, as against all others whom it doth or may concern, for all exchange, re-exchange, cost, charges, damages, and interest suffered, or to be suffered, for the want of payment of the said note. Thus solemnly done and protested.

Given under my hand and seal, at Grand Gulf, the day
[SEAL.] and year above written.

LOUIS CRONLY,
J. P., Acting Notary Public.

Indorsed.

PORT GIBSON, January 15th, 1836.

$10,000.

Twelve months after the twenty-second inst., I promise to pay to the order of Hoopes & Bogart, ten thousand dollars, value received, negotiable and payable at the Grand Gulf Rail Road Bank.

(Signed) MOSES GROVES.

Indorsed. Hoopes & Bogart, by Jos. H. Moore, Moore, Burrough & Co., B. Hughes.

Citation.

The State of Louisiana. Grand Gulf Rail Road and Banking Company *v.* Moses Groves. No. 248, Ninth Judicial District Court, Parish of Madison.

To Moses Groves, residing in the said Parish of Madison: You are hereby summoned, cited either to comply with the demand contained in the petition of the said Grand Gulf Rail Road and Banking Company, of which a copy accompanies this citation, or to deliver your answer to the said petition at the office of the clerk of said Court, held in the town of Richmond, in said parish, within thirteen days after service hereof.

Witness the Honorable Fred. H. Davis, Judge of said [SEAL.] Court. Signed, sealed, and delivered, this twenty-fifth day of March, 1840.

JOHN T. MASON,
Clerk of said Court.

Indorsed.

248. Madison District Court. To Moses Groves, citation, filed this 2d day of April, A. D. 1840. Geo. P. Shadburne, D. C.

Sheriff's Return.

Received, on the 25th day of March, 1840, and served on the 30th day of the same month and year, by leaving a certified copy this citation and of the petition with Horace Groves, a free white person, above the age of 14 years, at and living at the house of the defendant, on the Bayou Vidal, in this parish. Parish of Madison, La., April 2d, 1840.

T. B. SCOTT,
Sheriff.

Order.

On the 17th November, 1840, the following order was made by the Court and entered on its Minutes Book A, page 115.

Default.

GRAND GULF R. R. & BG. CY.
v.
MOSES GROVES. } 248.

In this case, the defendant having failed to appear either in person or by his advocate after the delay provided by law, judgment by default is rendered against him.

Order.

And on the 23d day of November, 1840, the following entry was made on the minutes of the Court, page 136.

Answer Filed.

GRAND GULF R. R. & BG. CY. v. MOSES GROVES. } 248.

Answer.

Ninth District Court, Parish Madison.

GRAND GULF R. R. & BG. CY. v. MOSES GROVES. } No. 248.

Moses Groves, defendant in the above entitled suit, residing in the parish aforesaid, for answer thereto, denies generally and specially all the allegations in plaintiffs' petition contained. Defendant admits the execution of the note sued on. For further answer, defendant specially denies the right and capacity of plaintiffs to sue and to maintain this suit. He alleges that the charter of plaintiffs and all their banking powers and privileges have been and are now forfeited, in consequence of plaintiffs having failed and refused heretofore, to wit, on the 2d day of July, A. D. 1840, and at divers other times since this 1st day of April, A. D. 1840, to pay specie at their counter for their notes and liabilities, as required by an act of the Legislature of the State of Mississippi, approved the 21st February, A. D. 1840, entitled "An Act requiring the several Banks in this State to pay specie and for other purposes," and that upon the failure and refusal of the plaintiffs as aforesaid, the Governor of the State of Mississippi has, by virtue and in pursuance of the provisions of the aforesaid act, issued his proclamation, and thereby officially declared, "That the Grand Gulf Rail Road and Banking Company has forfeited all its banking powers and privileges." Wherefore he prays that this suit may be dismissed, and plaintiffs' demand rejected, with costs, and that plaintiffs be ordered to answer under oath, by J. Lindsay, Joseph Callendar, and Charles English (their late president, cashier, and teller), the interrogatories annexed to and made part of this answer, and for general relief in the premises, &c.

D. S. STACY,
Att'y for Defend't.

Int. 1st. Who were the president and cashier of the Grand Gulf Rail Road and Banking Company, during that part of the year 1840, preceding August?

Int. 2d. Has or has not said bank, since the 1st day of April, 1840, failed and refused to pay specie at its counter for any of its notes of the denomination of five dollars, which were presented to it for payment, and were due and demandable when presented?

Int. 3d. Please examine the annexed proclamation of the Governor of the State of Mississippi in relation to said bank, and state whether or not Charles English was, or was not, on the 2d day of July, 1840, the teller of said bank, and whether the note of said bank, described in said proclamation, was or was not presented for payment in specie, and payment refused as *as* therein set forth.

D. S. STACY,
Att'y for Def't.

Before the undersigned authority, personally appeared Moses Groves, the within-named defendant, who being duly sworn makes oath the foregoing answers attached to this answer are material, and that in his opinion the answers of the plaintiffs, as interrogated thereto, will assist him in making his defence.

MOSES GROVES.

Sworn to and subscribed to, this 23d day of November, A. D. 1840, before me,

J. M. WILKINSON,
J. P.

Indorsed.

248. 9th Dist. Court, Parish Madison. G. G. R. R. & B. Cy. *v.* Moses Groves. No. 248. Answer. Filed, 23d Nov'r, 1840. John T. Mason, Clerk. Stacy.

Sheriff's Return.

Rec'd the sixth day of February, 1841, and served on the same day of the month and year, by handing to Fred. H. Farrar, Esq., Attorney of Record, a certified copy of the within interrogatories in person, in the Parish of Madison, La., at the residence of R. M. Scott.

THO. B. SCOTT,
Sheriff.

Cross-Interrogatories.

Ninth District Court, Parish of Madison.

GRAND GULF R. R. & BG. CY.
v.
MOSES GROVES. } No. 248.

Cross-interrogatories to be propounded to the aforementioned witnesses, J. Lindsay, Joseph Callendar, and Charles English, in the above entitled suit.

Cross-Int. 1st. Please state as fully as if specially interrogated thereunto, all you know about the various transactions alluded to in defendant's interrogatories.

Cross-Int. 2d. State everything you know that may be material to the plaintiffs in this cause.

FRED. H. FARRAR & THOS. P. FARRAR,
Atty's for Plaintiffs.

Letter.

RAIL ROAD & BG. CY.
GRAND GULF, May 15th, 1841.

MOSES GROVES, Esq.,
New Carthage.

Dear Sir: Your letter, dated 12th inst., has been received and laid before our Board, proposing to give this bank a confession of judgment for the amount you may owe on settlement, with interest at the rate of eight per cent. per annum, on condition that the bank will allow you one, two, three, and four years, with the privilege of anticipating the payment of the whole or any part at any time before the expiration of the four years. The Board accede to your proposition, upon condition that you pay all costs that have been incurred in the two suits now pending against you. Inclosed I hand you a statement of your transactions with this bank.

Very respectfully,
Your obed't serv't,
A. INGRAHAM,
Cashier.

Indorsed.

Mr. Moses Groves, New Carthage, Louisiana. 248. Filed May 20, 1841. E. Carilen, Dep. Cl'k.

Moses Groves in Account with the Grand Gulf Rail Road and Banking Company.

1839.	DR.		
May 2.	To your check to take up the two following notes of Muir, Moore & Co., the payment of which you had assumed, viz.: Muir, Moore & Co., Summors & Watt, Harper, Carpenter & Co., dated Feb'y 4th, 1837, at 370 days from Feb'y 1st, 1837, due February 14th, 1838, for	$6,000 00	
	Muir, Moore & Co., A. Tunstall & Co., Harper, Carpenter & Co., same date, and due as above, for . . .	6,091 58	
	Interest on above, from Feb'y 14, 1838, to May 15th, 1838,	179 42	
			$12,271 00

Dec. 12.	Your note, date Port Gibson, Decem. 22, 1835, payable on the 5th Jan'y, 1837, in favor of James H. Moore & Co., and indorsed by them and B. Hughes, . . .	$5,300 00	
	Interest to December 12, 1839,	1,241 57	
	Protest fees, . . .	2 50	
			6,544 07
Dec. 12.	The above note is now in bank subject to your order; this amount being balance applied as a payment this date on your note in favor of Hoopes & Bogart, and indorsed by them, Moore, Burroughs & Co., and B. Hughes, for $10,000, dated Jan'y 15th, 1836, at 12 months from the 22d January, due January 25th, 1837, now in suit, .		1,666 00
			$20,481 07

1838. Cr.

Nov. 26.	By J. & H. J. Butterworth's check on this bank, handed in by Muir, Moore & Co., .	5,000 00
1839.		
May 4th.	By net proceeds of Moses Groves, John Grissom, P. Briscoe, W. Briscoe's note, dated Feb'y 22, 1839, at 370 days from 15 May, 1838, for $12,000, . . .	11,016 00
Dec. 12.	By W. E. Muir's certificate for 97 bales cotton purchased of you, weighing 37,747 lbs. at 11 c., ...	4,152 17
	By interest allowed you on $3,745, the amount at your credit from Nov. 26, 1838, to Dec. 12, 1839, . . .	312 90
		$20,481 07

Notes in Suit.

Moses Groves, Hoopes & Bogart, Moore, Burroughs & Co., B. Hughes.	Due Jan'y 25, 1837,		$10,000 00
	Protest, . .		3 00
	Interest to May 17, 1841,		3,446 50
			$13,449 50
Credit, Dec. 12, 1839,	$1,666 00		
Interest to May 17, 1841,	190 27		
		$1,856 27	$11,593 25

Moses Groves, John Grissom, P. Briscoe, W. Briscoe,	Due, May 23, 1839,	$12,000 00	
	Protest, . .	3 00	
	Interest to May 17, 1841,	1,904 97	
			13,907 97
Amount due May 17, 1841, . . .			$25,501 22

Commission.

State of Louisiana, Parish of Madison.

GRAND GULF R. R. AND BG. CY. *v.* MOSES GROVES. } 248.

To Lewis Cronly, Esq., or any other justice of the peace residing in Claiborne County, Mississippi, greeting:

Know ye, that reposing special trust and confidence in your prudence, knowledge, and fidelity, you are hereby nominated and appointed, and by these presents invested with full power and authority to cause to come before you J. Lindsay, Joseph Callendar, and Charles English, and them diligently to examine on their oaths or affirmations, touching their knowledge in a certain matter of controversy now pending in the 9th District Court of the State of Louisiana, in and for the Parish of Madison aforesaid, wherein Grand Gulf Rail Road and Banking Company, plaintiffs, and Moses Groves is defendant, which said examination so taken is to be read in evidence on the trial of said cause, and which you will also send closed under your hand and seal, directed to the clerk of said Court of the Parish of Madison, with all due speed, together with this commission, on or before the 3d Monday in May next, 1841. Witness, the Honorable B. T. Tenny, Judge of said Court, this 12th day of February, 1841.

[SEAL.] JOHN T. MASON,
Clerk of said Court.

Answers to Interrogatories.

The State of Mississippi, Claiborne County, *ss.*

GRAND GULF R. R. AND BG. CY. *v.* MOSES GROVES. } 248.

Agreeable to the annexed commission to me directed, by the clerk of the Ninth District Court of the Parish of Madison, and State of Louisiana, I, Lewis Cronly, Justice of the Peace and ex-officio Notary Public, in and for the County and State aforesaid, have this day caused to come before me, at my office in Grand Gulf, John Lindsay and Charles English, witnesses in the above-mentioned case, and having first duly qualified them on the Holy Evangelists of Almighty God,

did commit their answers to writing, in my own proper person, to the interrogatories propounded and herewith annexed, as follows, to wit:

John Lindsay being first duly sworn, says in answer to 1st interrogatory. John Lindsay was the president, Joseph Callender was the cashier from the 1st of January, 1840, until the 1st of May. Alfred Ingraham was the cashier from the 1st of May.

Answer to 2d interrogatory. This bank has not paid specie on any of her notes since the 1st April, 1840.

Answer to 3d interrogatory. Charles English was the teller on the 2d day of July, 1840. The note described in the Governor's proclamation does not agree in description with that standing on the books, as having been registered at the instance of M. J. Howard. Witness was not present when said Howard was in bank, and does not know whether he did or did not demand payment is specie, as set forth in the Governor's proclamation.

Answers to Cross-Interrogatories.

Answer to 1st cross-interrogatory. I have answered as fully as I could touching the matters alluded to in the interrogatories in chief.

Answer to cross-interrogatory 2d. I know of nothing further that would be of advantage to either party.

JOHN LINDSAY.

Sworn to and subscribed at Grand Gulf this 15th day of May, 1841, before me,

LOUIS CRONLEY, [SEAL.]
J. P.

Charles English being next duly sworn, says in answer to 1st interrogatory. John Lindsay was the president, Joseph Callender was the cashier from the 1st of January, 1840, until the 1st of May. Alfred Ingraham was cashier from the 1st of May.

Answer to 2d interrogatory. This bank has not paid specie on any of her notes since the 1st of April, 1840.

Answer to 3d interrogatory. Charles English was the teller on the 2d day of July, 1840. The note described in the Governor's proclamation does not agree in description with that registered at the instance of M. J. Howard, neither did said Howard demand or ask payment in specie of that or any other note as set forth in said proclamation.

Answers to Cross-Interrogatories.

Answer to first cross-interrogatory. I have stated all I know of the matters referred to in this cause.

Answer to 2d cross-interrogatory. I know of nothing further that would be material to either party in this case.

CHAS. ENGLISH.

Sworn to and subscribed at Grand Gulf, this 15th day of May, 1841, before me,

LOUIS CRONLY, [SEAL.]
J. P.

The State of Mississippi, Claiborne County, *ss.*

I, Louis Cronly, Justice of the Peace and ex-officio Notary Public, in and for the County and State aforesaid, do hereby certify that I caused to come before me, at my office in Grand Gulf, at the date heretofore specified, the aforementioned John Lindsay and Charles English, witnesses in a suit now pending in the Parish of Madason and State of Louisiana, wherein the Grand Gulf Rail Road and Banking Company is plaintiff, and Moses Groves is defendant, and that I did, in my own proper person, reduced to writing the answers of said witnesses to the interrogatories herewith inclosed. In testimony whereof I have hereunto set my hand and affixed my seal of office at Grand Gulf, this 15th day of May, 1841.

LOUIS CRONLY, [SEAL.]
J. P. Acting Not. Pub.

Judgment.

On the 20th day of May, A.D. 1841, the following judgment was entered on the minutes of the Court, page 193, and signed in open court, the 21st day of May, 1841.

Madison District Court.

GRAND GULF R. R. & BG. CY.
v.
MOSES GROVES. } No. 248.

In this case, by reason of the law and the evidence being in favor of the plaintiffs, and by the further reason of the confession of judgment made by the defendant, Moses Groves, in open court, it is therefore ordered, adjudged, and decreed, that the plaintiffs do recover of the defendant, Moses Groves, the sum of ten thousand six hundred and thirty-eight $\frac{43}{100}$ dollars, with eight per cent. per annum interest thereon, from the 12th day of December, A.D. 1839, till paid, and cost of suit to be taxed; and by reason of consent of parties, it is ordered, that defendant have a stay of execution on said judgment until the 17th day of April, A.D. 1842, a further stay of execution on three-fourths of said judgment until the 17th day of April, A.D. 1843, a further stay of execution on the one-half of said judgment until the 17th day of April, A.D. 1841, and a further stay of execution on the remaining fourth and balance of said judgment until the 17th day of April, A.D. 1845, with the privilege of paying up the whole or any part of said judgment at any time previous to the 17th of April, 1845. Done and signed in open court this 21st day of May, A.D. 1841.

B. G. TENNY,
Judge 9th District.

Clerk's Certificate.

State of Louisiana, Parish of Madison.

TENTH DISTRICT COURT, CLERK'S OFFICE.

I, John T. Mason, clerk of the said Court, do certify that the foregoing pages contains a correct and complete transcript of all the documents filed and proceedings had in the said suit of the Grand Gulf Rail Road and Banking Company *v.* Moses Groves, No. 248, as the same appears on the records of this office.

Witness my signature, and the impress of the seal of [SEAL.] said Court, this 12th day of October, A. D. 1848.

JOHN T. MASON,
Clerk.

Complainant's Exhibit C.

Assignment of Grand Gulf Rail Road and Banking Company to Lindsay & Ingraham.

Filed, January 12th, 1849, with Bill.

This indenture, made the tenth day of February, in the year of our Lord one thousand eight hundred and forty-two, by and between the President and Directors of the Grand Gulf Rail Road and Banking Company of the one part, and John Lindsay and Alfred Ingraham, of the County of Claiborn and State of Mississippi, of the other part.

Whereas, the party of the first part are indebted to sundry persons and bodies corporate, in divers sums of money, which, from various causes, the said party of the first part are unable at present fully to pay and satisfy, but are desirous of providing an adequate security for the payment and satisfaction of the same in a just and equitable manner.

Now this indenture witnesseth, that the said party of the first part, as well for the consideration aforesaid as for and in consideration of the sum of one dollar to them in hand paid, by the party of the second part, at and before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, aliened, enfeoffed, released, confirmed, assigned, delivered, transferred, and set over, and by these presents do grant, bargain, sell, alien, enfeoff, release, confirm, assign, deliver, transfer, and set over, unto the said party of the second part, all and singular the lands, tenements, hereditaments, stocks, goods, chattels, rights, credits, moneys, property, and effects of the said party of the first part, whatsoever and wheresoever, saving and excepting only the estate, property, and effects, contained, described, and set forth in a certain schedule hereunto annexed, sealed with the seal of the said party of the first part, and bearing even date herewith. To have and to hold all and singular the premises hereby given, granted, as-

signed, and transferred, or intended so to be, to the said party of the second part, and to the survivors of them, and the heirs, executors, administrators, and assigns of such survivor, to and for their and his own use, benefit, and behoof, forever, as joint tenants, and not as tenants in common. In trust, nevertheless, to and for the following uses, intents, purposes, and trusts, and to and for none other whatsoever, that is to say, in trust in the first place, to enter upon the real estate hereby granted, and to sell, dispose of, and convey the same in fee simple, or for any less estate, by public or private sale, for the best price that can be obtained for the same for cash, or on a credit, as to them may seem most expedient, and to give receipts for the purchase-money, so that the purchaser or purchasers shall not be accountable for the same. And in the meantime, and until sales shall be made, to receive the rents, issues, and income of the said real estate, and pay the charges thereon, and to sell, dispose of, assign, and transfer all the personal estate, property, and effects hereby assigned, transferred, and set over by the party of the first part to the party of the second part, for the best price that can be obtained for the same for cash, or on credit, as to them shall seem most expedient, and to receive in payment of the same, and in payment of the real estate, so, as aforesaid, sold and conveyed, the notes and other evidences of debt of the party of the first part, if the said party of the second part shall deem it expedient so to do; and in the next place, in trust, to ask, demand, sue for, recover, receive, collect, and get in all and singular the debts and moneys, due and owing to the party of the first part, and hereby assigned, and at their discretion to compromise and compound for the same, and in payment of the same to take real or personal estate, and to receive the notes, and other evidences of debt of the party of the first part, and the moneys so collected, received, and got in, as well as the proceeds of the said real and personal estate, safely to keep and apply to and for the uses and purposes herein declared, that is to say, in the first place, to pay and discharge all reasonable and necessary expenses, costs, and charges attending the execution of this trust, in which it is expressly understood and agreed, that there shall be included, to be charged by and allowed to the said John Lindsay, five thousand dollars per annum, and the said Alfred Ingraham, the sum of four thousand dollars per annum, respectively, as long as they shall respectively devote their time and attention to the business and concerns of this trust, so far as the same shall be required. Provided always, that if, at any time hereafter, any creditor or creditors of the said party of the first part, interested in this trust to the amount together of two hundred and fifty thousand dollars or more, shall require the parties of the second part to call a meeting of all the creditors so interested, for the purposes of diminishing, enlarging, or revoking such allowances to the assignees above mentioned, or any of them; that it shall then be the duty of the said party of

the second part to call such meeting, to be held at some convenient place to be by them appointed, of which sixty days' notice shall be published in one or more papers of the County of Claiborne and State of Mississippi, and of the cities of New York, Philadelphia, and New Orleans, at least eight times during the said period of sixty days, and at such meeting, a majority in number and value of all said creditors shall then and there have power to diminish, increase, or revoke the said allowance accordingly, and in case of such diminution or revocation, then the trust of this indenture, in regard to such allowance, shall thereafter conform to such order of the creditors aforesaid, saving, nevertheless, in that event, to the parties of the second part, and each of them, their right to such compensation, as a competent tribunal shall in this behalf hold them to be respectively entitled to for their services in the execution of this trust; and in the second place, to pay off, discharge, and satisfy all the judgments heretofore entered and obtained against the said party of the first part, in any court, or before any magistrate, in the State of Mississippi, together with the interest, costs, and charges accruing thereon; and in the third place, fully to indemnify and save harmless all sureties from any loss or damage which they or any of them have sustained, or may sustain, for or by reason of any suretyship, engagement, or responsibility of any kind whatever, which they respectively have entered into for or on behalf of the said party of the first part, to these presents.

And in the fourth place, from time to time, as often as they shall have moneys in hand of sufficient amount for a dividend, to divide and distribute the same ratably and equally, in and towards the payment of all, and every the debts of the said party of the first part, and the interest accrued thereon, so that each creditor may participate ratably and alike in every such dividend, until all the said debts, and the interest accrued thereon shall be fully paid off and discharged. And in further trust, from and after the payment and discharge of the debts intended to be secured, and provided for by this indenture in full interest, then to retransfer, convey, and pay over to the said party of the first part, their successors and assigns, whatever may remain of the premises hereby granted or assigned, and all moneys, credits, and effects, which may have been raised therefrom, or from any part thereof, and not applied to the purposes of the trusts herein and hereby created, together with all deeds, papers, muniments of title, evidences and securities relating thereto. Providing always, nevertheless, and it is hereby expressly declared, understood, and agreed, as the condition of this indenture, and the trusts therein and thereby created, that before the said trustees, their successors or assigns, shall proceed to make or declare any dividend of the moneys raised or collected as aforesaid, they shall give sixty days' notice of their intention so to do, in one or more newspapers published in the cities of New York, Philadelphia, and New Orleans,

and in the County of Claiborne, at least eight times during the said period of sixty days, calling upon the claimants to come forward and prove their debts, and such dividend shall be declared only on the amounts so brought forward and proved; and no creditor shall be entitled to claim or receive such dividend, who shall not have brought forward and proved his, her, or their debt or debts before the time appointed for making and declaring such dividend. But if any further dividents shall thereafter be made, such neglecting or defaulting creditors, bringing forward and proving his, her, or their claim or claims in time therefor as aforesaid, shall be entitled to receive in addition to such divident an amount equal to the rate of dividend or dividends, which shall have been before made and paid, and so on from time to time until a final dividend shall be declared and made, which final dividend the said trustees, their successors and assigns, are hereby authorized and required to declare and make, whenever the moneys arising from the premises hereby granted and assigned shall, by the payment of the said final dividend, be disposed of and exhausted, or when all the creditors who have brought forward and proved their claims shall be paid in full, principal and interest; it being understood, however, that no interest shall be paid until the final dividend, and from and after such final dividend no creditor shall have any claim upon the remaining fund if any there be, nor upon the said trustees, their successors, or assigns, for or by reason of these presents, or the trusts herein or hereby created, but the same, except the trust for re-conveying the surplus to the said party of the first part, their successors or assigns, shall thenceforth cease, determine, and be at an end. Provided also, and it is expressly understood and agreed, that if the said party of the first part, their successors or assigns, shall at any time pay off, and discharge the said debts, then and from thenceforth the trusts herein and hereby created, or so much thereof as shall remain unexecuted, shall cease and be determined, and the whole of the trust property then remaining shall be conveyed, transferred, and be delivered to the said party of the first part, their successors or assigns; and it is hereby expressly agreed, by and between the parties to these presents, as a condition and part thereof, that the said trustees, their successors and assigns, shall not be answerable for the acts, omissions, or defaults of each other, but only each for his own acts, omissions, and defaults, and that they shall not be answerable for the misconduct, omission, or default of any agent or agents they may find it necessary to employ, but that they shall be accountable only for the exercise of fair and reasonable skill and judgment, as well in the appointment of such agent or agents, as in the general management of the trust hereby created, if the same be executed in good faith and intention.

And the better to enable the party of the second part, their successors and assigns, to execute the said trusts, the said party of the

first part, do hereby make, constitute, and appoint them their true and lawful attorneys and attorney irrevocable in the premises, for them and in their name or otherwise, but to and for the uses, intents, and purposes of this trust, and at the cost and charges of the same, to ask, demand, sue for, and recover, and receive all and every sum or sums of money due or to become due by reason of any matter or thing herein and hereby granted, and assigned, or intended so to be, and to give receipts and acquittances for the same, and generally to act and do as fully and effectually in the premises, as they themselves might or could do, and substitute or substitutes one or more under them, to nominate and appoint, and again at pleasure to revoke such nominations or appointments, hereby ratifying and confirming whatsoever they or their said substitute or substitutes may lawfully do in the premises.

In witness whereof, the said parties have hereunto interchangeably set their hands and seals, the said the President and Directors of the Grand Gulf Rail Road and Banking Company, of the first part, acting by their President, John Lindsay, at Grand Gulf, the day and year first above written. The words "the" in the fourth line from the top of the second page, "to take real or personal estate, and" in the twentieth line from the top of the second page, the word "one" in the fifth line from the bottom of the fourth page, and the words "or otherwise" in the third line from the bottom of the fifth page were interlined before execution.

[S. L.] J. LINDSAY,
President.

We accept the trusts created by the above indenture of assignment, this twenty-fifth day of February, in the year of our Lord one thousand eight hundred and forty-two.

JOHN LINDSAY, [SEAL.]
ALFRED INGRAHAM, [SEAL.]

State of Mississippi, Claiborne County.

Before me, the subscriber, Judge of the Probate Court aforesaid, appeared the above-named John Lindsay, Esquire, to me personally known as the President of the Corporation above named, "The President and Directors of the Grand Gulf Rail Road and Banking Company," who being duly sworn according to law, did dispose and say that he executed the above-written indenture as President of the said Corporation, and that the above impression is the common seal of the said Corporation, thereto duly affixed by the authority of the Board of Directors, and that the said indenture is sealed and delivered as the proper act and deed of the said "The President and Directors of the Grand Gulf Rail Road and Banking Company," for the uses, intents, and purposes therein set forth.

Given under my hand and seal, this 25th day of February, A. D. 1842.

WM. M. RANDOLPH, [SEAL.]
Judge of Probate, C. C.

Schedule of the estate, property, and effects, excepted and reserved in the foregoing indenture of assignment, annexed thereto, and sealed with the common seal of the President and Directors of the Grand Gulf Rail Road and Banking Company, at Grand Gulf, on the 10th day of February, 1842, by authority of said President and Directors, viz.:

A note, executed by D. B. Patterson, R. S. Bland, J. Harper, dated Grand Gulf, December 6th, 1837, payable to the President and Directors of the Grand Gulf Rail Road and Banking Company, 4 months after date thereof, for $1,500 00

Entitled to a credit, July 15th, 1838, of $1,139 52

A note, executed by Benj. F. Stockton, Harper, Carpenter & Co., in liquidation, A. Tunstall & Co., in liquidation, L. P. Maxwell, dated Grand Gulf, 21st March, 1839, payable to the President and Directors of the Grand Gulf Rail Road and Banking Company, on the 15th November, 1839, for $1,000 00

A note, executed by A. Tunstall, J. Harper, Summers & Watt, dated Grand Gulf, 19th December, 1836, payable to the President and Directors of the Grand Gulf Rail Road and Banking Company, thirteen months after the 23d of December, 1836, for $1,500 00

A note, executed by A. Tunstall & Co., in liquidation, Harper, Carpenter & Co., Summers & Watt, dated Grand Gulf, 24th December, 1837, payable to the President and Directors of the Grand Gulf Rail Road and Banking Company, thirty days after the 30th December, 1837, for $600 00

A note, executed by Eli West, for $718 $\frac{76}{100}$, dated Port Gibson, September 24th, 1838, payable on the 1st of March, 1839, to J. O. Pierson & Co., or order, and indorsed by J. O. Pierson & Co., and by Muir, Moore & Co., negotiable and payable at the Bank of Port Gibson, and protested for non-payment at maturity.

A bill of exchange, drawn by Block & Jones on Davis, Wood and McCall, Vicksburg, Miss., for $1000, dated at Grand Gulf, January 11th, 1837, payable thirty days after date to the order of Sawyer & Willson, and indorsed by them and A. Tunstall & Co., and protested for non-payment at maturity.

A bill of exchange, drawn by Wm. M. Brown on Bogart & Hoopes, of New Orleans, and by them accepted on the 20th of November, 1835, for $1525, dated Port Gibson, 13th November, 1835, payable four months after sight to the order of Jos. H. Moore & Co., and

indorsed by them and Robt. G. Green, and protested for non-payment at maturity.

[S. L.] J. LINDSAY,
President.

Received and filed for record, 25th February, A. D. 1842, and truly recorded.

FREDERICK J. POOR,
Clerk.

The State of Mississippi, County of Claiborne, *ss.*

I, Frederick J. Poor, Clerk of the Probate Court in and for said County, do hereby certify, that the foregoing transcript of seven pages contain a true copy of a deed of assignment or trust, from the President and Directors of the Grand Gulf Rail Road and Banking Company to John Lindsay and Alfred Ingraham, as the same appears of record in my office in Book W, pages 20, 21, 22, 23, and 24.

Given under my hand and seal of office, at Port Gibson,
[SEAL.] this 4th day of January, A. D. 1849.

FRED'K J. POOR,
Clerk.

State of Mississippi, Claiborne County.

I, William M. Randolph, Judge of the Probate Court in and for said County and State, do hereby certify, that the foregoing certificate and attestation of Frederick J. Poor, who is clerk of said Court, is in due form of law, and made by the proper officer.

Given under my hand and seal, this 4th day of January, A. D. 1849.

WM. M. RANDOLPH, [SEAL.]

The State of Mississippi, County of Claiborne, *ss.*

I, Frederick J. Poor, Clerk of the Probate Court in and for said County, do hereby certify, that Wm. M. Randolph, whose signature appears to the foregoing certificate, is and was, at the date thereof, Judge of said Court, duly qualified and commissioned, and that all his acts, as such, are entitled to full faith and credit.

Given under my hand and seal of office, at Port Gibson, this 24th day of January, A. D. 1849.

[SEAL.] FRED'K J. POOR,
Clerk.

Demurrer.

Filed August 7th, 1849.

Circuit Court of the United States, Fifth Circuit, Louisiana District.

ALFRED INGRAHAM
v.
HORACE H. GROVES, Administrator, &c. &c. } In Chancery.

The demurrer of Horace Groves, sued as administrator of Moses

Groves, deceased, to the Bill of Complaint of Alfred Ingraham, complainant: This defendant, by protestation, not confessing or acknowledging all or any of the matters and things in said Bill of Complaint contained to be true, in such manner and form as the same are therein and thereby set forth and alleged, doth demur, in law, to the said bill, and for cause of demurrer showeth: that the said complainant hath not, by his said bill, made such a case as entitles him, in a Court of Equity, to any relief from or against this defendant touching the matters contained in the said bill, or any of such matters. Wherefore, and for divers other good causes of demurrer appearing in the said bill of complaint, this defendant doth demur to the said bill, and to all the matters contained in the said bill, and prays the judgment of this honorable Court, whether he shall be compelled to make any further or other answer to the said bill; and he humbly prays to be hence dismissed with his costs in this behalf sustained.

(Signed) JNO. R. GRYMES,
So'l. for Def't.

Minutes.

December Term, A. D. 1849.

New Orleans, Wednesday, 2d January, 1850. Court met pursuant to adjournment. Present, Hon. John McKinley, Presiding Judge; Present, Hon. Theo. H. McCaleb, District Judge.

ALFRED INGRAHAM
v.
H. H. GROVES. } No. 1752.

The demurrers herein filed were this day taken up for argument. John R. Grymes, Esq., appearing on part of the defendants, and Strawbridge and S. S. Prentiss, for the complainant; when, after argument of counsel, the same were submitted to the Court and taken under advisement.

Minutes.

December Term, A. D. 1849.

Judgment on Demurrer.

New Orleans, Tuesday, 29th January, A. D. 1850. Present, Hon. John McKinley, Presiding Judge; Present, Hon. Theo. H. McCaleb, District Judge.

ALFRED INGRAHAM
v.
HORACE H. GROVES. } No. 1752.

The demurrers herein filed having been argued and submitted to the Court on the second instant, and the Court having maturely con-

sidered the same, this day delivered its opinion, and in conformity thereto, doth order, adjudge, and decree, that the said demurrer be and the same are hereby overruled.

Minutes.

December Term, A. D. 1849.

New Orleans, Wednesday, 30th January, A. D. 1850, Court met pursuant to adjournment. Present, Hon. John McKinley, Presiding Judge; Present, Hon. Theo. H. McCaleb, District Judge.

1752. Alfred Ingraham *v.* Horace H. Groves.
1753. " " *v.* J. Stransbrough.
1754. " " *v.* Graham & Curry.
1755. " " *v.* Stransbrough, Graham, and Douglass.

On motion of Strawbridge and Prentice, solicitors for complainants, it is ordered that complainant have leave to amend his bill in each of the above-named causes, and that said causes be remanded to the rules for that purpose.

Minutes.

December Term, A. D. 1849.

New Orleans, Monday, 18th February, 1850, Court met pursuant to adjournment. Present, Hon. John McKinley, Presiding Judge; Present, Hon. Theo. H. Caleb, District Judge.

1754. Alfred Ingraham *v.* Graham & Curry.
1752. " " *v.* H. H. Groves, adm'r &c. et als.
1788. " " *v.* Nicholas Bames et als.
1753. " " *v.* Jesse Stransbrough et als.
1789. " " *v.* Susan Bettes et als.

On motion of S. S. Prentiss and Strawbridge, Esqrs., solicitors for the complainant, it is ordered that they have leave to file an amended and supplemental bill, in each of the causes here enumerated.

Complainant's Amended and Supplemental Bill.

Filed, 18th February, 1850.

In the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana.

ALFRED INGRAHAM
v.
HORACE H. GROVES, Adm'r, &c.

To the Honorable Judges of the Circuit Court of the United States, for the Eastern District of Louisiana.

Alfred Ingraham, a citizen of the State of Mississippi, by leave of the Court brings this his amended and supplemental bill of complaint, against Horace H. Groves, administrator of the succession of Moses Groves, deceased, and John R. Marshall, residing in New Orleans, both of whom are citizens of Louisiana, and made defendants hereto. And by way of amendment and supplement, your orator says:

That heretofore, to wit, on the 2d day of December, 1848, he exhibited in this Honorable Court his original bill of complaint against the said Horace H. Groves, administrator as aforesaid, in which, among other things, he set forth in substance, that, on the 21st day of May, A. D. 1841, the President and Directors of the Grand Gulf Rail Road and Banking Company recovered judgment, in the District Court of the Parish of Madison, against said Moses Groves, in his lifetime, for the sum of twelve thousand dollars, with interest thereon at the rate of eight per cent. per annum, from the 23d of May, 1839, till paid; that on the same day, to wit, the 21st of May, 1841, in said Parish of Madison, said President and Directors recovered another judgment against said Moses Groves, for the further sum of ten thousand six hundred and thirty-eight $\frac{43}{100}$ dollars, with eight per cent. per annum interest thereon, from the 12th day of December, 1839, till paid; and that said judgments still remain in full force, unpaid and unsatisfied, either in whole or in part; that said Moses Groves died in December, 1841, and defendant, Horace H., was appointed administrator of his succession; that on the 10th February, 1842, said President and Directors of the Grand Gulf Rail Road and Banking Company, by a deed of trust and assignment, transferred to complainant, and one John Lindsay, and to the survivor, said judgments against said Groves, together with other assets of said Company. That afterwards, said Lindsay departed this life, leaving complainant him surviving. That neither said Moses Groves, in his lifetime, nor said Horace H., administrator as aforesaid, since his death, have paid said judgments or any part thereof, and that complainant is in equity entitled to a decree therefor, &c. &c.

And now complainant, by way of amendment and supplement says, that heretofore, after said judgments were rendered, and after said assignment was made, and before the commencement of this suit, to wit, on the day of by the judgment and consideration of the Circuit Court of the County of Claiborne, in the State of Mississippi (a Court having full jurisdiction and authority in the premises), upon due proceedings had for the purpose, the charter of said President and Directors of the Grand Gulf Rail Road and Banking Company was declared and adjudged forfeited; and all its franchises, privileges, &c., were seized, resumed by the State, which judgment still remains in full force and effect, and a duly certified copy thereof is herewith filed, marked Exhibit (D),* and made part of this amended and sup-

* *Note.*—No Exhibit was filed with this bill.
Attest, J. W. GURLEY,
Clerk.

plemental bill; and complainant avers that, by reason of said judgment of forfeiture, said corporation has ceased to have any legal existence, nor can its name be used by this complainant for the enforcement or collection of said judgments, by reason whereof complainant is deprived of all legal remedy, and can proceed only on the equity side of this honorable Court.

And by way of further amendment and supplement, complainant says, that said defendant, John R. Marshall, heretofore, to wit, on the 5th of June, 1843, instituted certain proceedings in the Ninth Judicial District Court of the Parish of Madison against said President and Directors of the Grand Gulf Rail Road and Banking Company, and afterwards obtained judgment thereon against said Company for the sum of ; that upon said judgment said Marshall issued execution, and made a pretended seizure, among other things of the two judgments herein sued upon and claimed by complainant, and under a pretended and illegal sale by the sheriff became the purchaser thereof, and now claims to be the true and lawful owner of said judgments, and entitled to control and collect the same, and he wholly denies all right, title, and interest of complainant therein.

And complainant avers and charges, that at the time of the institution of said judicial proceedings by said Marshall, and at the time of said judgment, and of said pretended seizure and sale, said defendant, Marshall, and said Moses Groves, and said defendant, Horace H., well knew, and had actual notice of said assignment and transfer of said judgments, previously made by said president and directors of the Grand Gulf Rail Road and Banking Company to this complainant and said John Lindsay, deceased, as set forth and exhibited in complainant's original bill.

Further complaining, your orator charges that said defendant, Marshall, combining and confederating with said defendant, Horace H., and other persons unknown, to defraud your orator, pretend, hold out, and assert, that said John R. Marshall is the true owner of said judgments, and that this complainant has no right or interest therein, the contrary of which assertion and pretences your orator avers to be true. And by reason of said pretences and assertion the said defendant, Horace H., refuses to acknowledge complainant's right in and to said judgments, and has actually, as your orator is informed, believes, and charges, paid portions of said judgments to said John R. Marshall upon the false pretence aforesaid; but your orator does not know how much has been received upon said judgments by said Marshall, nor when nor how the same was paid.

Your orator further shows, that by virtue of the assignment and transfer made by said president and directors of the Grand Gulf Rail Road and Banking Company to him and said Lindsay as aforesaid, and by reason of the death of said Lindsay and your orator's survivorship, he is the equitable owner of said two judgments against Groves, and is in equity entitled to collect the same, and said defen-

dant, Groves, holds the amount of said judgments, and is liable in equity to account therefor to your orator as trustee.

And your orator further charges, that said defendant, John R. Marshall, is liable in equity, as trustee, to account to your orator as the equitable owner of said two judgments, for all sums of money paid him thereon, either by said Groves or any one else.

Your orator further shows, that he is, by reason of said judgment of forfeiture against said Grand Gulf Bank, and by reason of said pretended claim set up by said defendant, Marshall, and the said combination between both said defendants, without any legal remedy, and can only obtain redress in this honorable Court, where matters of trust, fraud, equitable interests, &c., are properly cognizable.

Wherefore, the premises considered, may it please your honors to grant the United States' writ of subpœna, directed to said defendants, Horace H. Groves and John R. Marshall, commanding them and each of them to appear before this honorable Court, on a day therein named, and true and perfect answers, upon their corporal oaths, to make to the matters and things set forth in the original bill, and also the matter and things alleged in this amended and supplemental bill, and especially that they answer fully and particularly the following interrogatories.

Interrogatory 1. Do you claim any right, title, or interest in the two judgments, or either of them, against Moses Groves, deceased, which form the subject-matter of this suit, and which are particularly described in the original bill? If yea, state under what title, conveyance, transfer, or proceedings, you set up such claim. Exhibit your title fully and particularly, and all the sources from whence it is derived.

Interrogatory 2. Have you, or any one for you, received payment of any portion of the amount due upon said judgments, or either of them? If yea, how much? When did you receive it? From whom? In what funds or property? State particularly.

Interrogatory 3. Have you transferred your claim in said judgment or any portion thereof? If yea, to whom? for what consideration? how and when paid or to be paid?

Interrogatory 4. Did you not, at or before the time John R. Marshall instituted proceedings against the Grand Gulf Bank, in the District Court of Madison Parish, as above stated, and at or before the time judgment was rendered thereon, and before and at the time of the seizure of the two judgments herein sued on, and at the time of the pretended purchase thereof by said Marshall, and at the times of the payments made to said Marshall by said Horace H. Groves, know of the existence of the assignment and deed of transfer from the President and Directors of the Grand Gulf Rail Road and Banking Company to this complainant, set forth in complainant's original bill as Exhibit (C)?

Interrogatory 5th. Have you paid any portion of the two judgments

recovered by the Grand Gulf Bank against Moses Groves in his lifetime? If yea, how much? When and to whom were the payments made? in what funds or property? Have you in any way settled or compromised said judgments or any portion thereof? if so, when, how, and with whom?

Interrogatory 6th. Have you made any arrangements, agreement, or contract, for the payment of said judgments or any part thereof? If yea, with whom? and what is the nature of such agreement or contract? State the same fully, and if in writing exhibit it.

And may it please your honors, upon final hearing, to decree that your orator is the true equitable owner of said two judgments; and also to decree that said defendant Graves pay to your orator the amount of said judgments with interest thereon, at the rate of eight per centum per annum, till paid.

And may it please your honors further to order and decree, that the said defendant, John R. Marshall, do account with and to your orator for all sums of money, notes, bills, or other property, which he may have received for and on account of said judgments, and of his pretended ownership thereof, and that he be decreed to pay to your orator, to be credited in said judgment, such amount as upon such accounting he may be found to have received as aforesaid. And that he may further be decreed to cancel his pretended title and claim to said judgments, and be perpetually enjoined from prosecuting the same.

And your orator prays for such other and further relief as in equity and good conscience may seem meet. And as in duty bound, your orator will ever pray, &c.

(Signed) STRAWBRIDGE & PRENTISS & FINNY,
Complainant's Solicitors.

The defendant, John R. Marshall, will answer interrogatories numbers one, two, three, and four, and defendant, Horace H. Groves, will answer interrogatories numbers four, five, and six.

Chancery Order Docket.

April Rules, A. D. 1850.

Monday, 1st April.

1752.	Alfred Ingraham	*v.*	H. H. Groves, Adm'r et als.
1753.	"	*v.*	Stansbrough & Jno. R. Marshall.
1790.	"	*v.*	Nawlan & Graham.
1789.	"	*v.*	Susan Bettes.
1788.	"	*v.*	Nicholas Barnes.
1754.	"	*v.*	Jas. Graham et als.

Appeared, this day, the defendant, Jno. R. Marshall, by his solici-

dant, Groves, holds the amount of said judgments, and is liable in equity to account therefor to your orator as trustee.

And your orator further charges, that said defendant, John R. Marshall, is liable in equity, as trustee, to account to your orator as the equitable owner of said two judgments, for all sums of money paid him thereon, either by said Groves or any one else.

Your orator further shows, that he is, by reason of said judgment of forfeiture against said Grand Gulf Bank, and by reason of said pretended claim set up by said defendant, Marshall, and the said combination between both said defendants, without any legal remedy, and can only obtain redress in this honorable Court, where matters of trust, fraud, equitable interests, &c., are properly cognizable.

Wherefore, the premises considered, may it please your honors to grant the United States' writ of subpœna, directed to said defendants, Horace H. Groves and John R. Marshall, commanding them and each of them to appear before this honorable Court, on a day therein named, and true and perfect answers, upon their corporal oaths, to make to the matters and things set forth in the original bill, and also the matter and things alleged in this amended and supplemental bill, and especially that they answer fully and particularly the following interrogatories.

Interrogatory 1. Do you claim any right, title, or interest in the two judgments, or either of them, against Moses Groves, deceased, which form the subject-matter of this suit, and which are particularly described in the original bill? If yea, state under what title, conveyance, transfer, or proceedings, you set up such claim. Exhibit your title fully and particularly, and all the sources from whence it is derived.

Interrogatory 2. Have you, or any one for you, received payment of any portion of the amount due upon said judgments, or either of them? If yea, how much? When did you receive it? From whom? In what funds or property? State particularly.

Interrogatory 3. Have you transferred your claim in said judgment or any portion thereof? If yea, to whom? for what consideration? how and when paid or to be paid?

Interrogatory 4. Did you not, at or before the time John R. Marshall instituted proceedings against the Grand Gulf Bank, in the District Court of Madison Parish, as above stated, and at or before the time judgment was rendered thereon, and before and at the time of the seizure of the two judgments herein sued on, and at the time of the pretended purchase thereof by said Marshall, and at the times of the payments made to said Marshall by said Horace H. Groves, know of the existence of the assignment and deed of transfer from the President and Directors of the Grand Gulf Rail Road and Banking Company to this complainant, set forth in complainant's original bill as Exhibit (C)?

Interrogatory 5th. Have you paid any portion of the two judgments

recovered by the Grand Gulf Bank against Moses Groves in his lifetime? If yea, how much? When and to whom were the payments made? in what funds or property? Have you in any way settled or compromised said judgments or any portion thereof? if so, when, how, and with whom?

Interrogatory 6th. Have you made any arrangements, agreement, or contract, for the payment of said judgments or any part thereof? If yea, with whom? and what is the nature of such agreement or contract? State the same fully, and if in writing exhibit it.

And may it please your honors, upon final hearing, to decree that your orator is the true equitable owner of said two judgments; and also to decree that said defendant Graves pay to your orator the amount of said judgments with interest thereon, at the rate of eight per centum per annum, till paid.

And may it please your honors further to order and decree, that the said defendant, John R. Marshall, do account with and to your orator for all sums of money, notes, bills, or other property, which he may have received for and on account of said judgments, and of his pretended ownership thereof, and that he be decreed to pay to your orator, to be credited in said judgment, such amount as upon such accounting he may be found to have received as aforesaid. And that he may further be decreed to cancel his pretended title and claim to said judgments, and be perpetually enjoined from prosecuting the same.

And your orator prays for such other and further relief as in equity and good conscience may seem meet. And as in duty bound, your orator will ever pray, &c.

(Signed) STRAWBRIDGE & PRENTISS & FINNY,
Complainant's Solicitors.

The defendant, John R. Marshall, will answer interrogatories numbers one, two, three, and four, and defendant, Horace H. Groves, will answer interrogatories numbers four, five, and six.

Chancery Order Docket.

April Rules, A. D. 1850.

Monday, 1st April.

1752.	Alfred Ingraham	*v.*	H. H. Groves, Adm'r et als.
1753.	"	*v.*	Stansbrough & Jno. R. Marshall.
1790.	"	*v.*	Nawlan & Graham.
1789.	"	*v.*	Susan Bettes.
1788.	"	*v.*	Nicholas Barnes.
1754.	"	*v.*	Jas. Graham et als.

Appeared, this day, the defendant, Jno. R. Marshall, by his solici-

tor, John R. Grymes, and entered his appearance to the bill, amended bill, and supplemental bill of complaint, in the above entitled suits.

Separate Answer of J. R. Marshall.

Filed 6th May, 1850.

(With Exhibits A and B.)

In the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana.

ALFRED INGRAHAM
v.
HORRACE H. GROVES,
Adm'r of MOSES GROVES, dec'd,
and others.
} In Equity.

The separate answer of John R. Marshall, one of the defendants in the above case, to the original bill and the amended and supplemental bill of the said plaintiffs in this behalf exhibited against him.

This respondent, for answer to so much of the said original and supplemental and amended bill as he is advised it is material for him to answer unto, he answers and says: That he admits that the said Grand Gulf Railroad and Banking Company did, on the 21st day of May, in the year 1841, obtain against Moses Groves in his lifetime, two judgments, as set forth in the said original and amended and supplemental bill.

But this defendant avers and states, that on or about the fifth day of June, 1843, the said Grand Gulf Rail Road and Banking Company, being indebted to him, this respondent, in a large sum of money, to wit, the sum of two thousand dollars, with a large amount of interest due thereon, this respondent did institute his suit against the said Grand Gulf Rail Road and Banking Company, in the District Court of the State of Louisiana, in and for the Ninth Judicial District of said State, holding session in and for the Parish of Madison. That on or about the fourteenth day of June, 1843, the said Grand Gulf Rail Road and Banking being then indebted to this respondent in the further sum of two thousand three hundred and ninety-five dollars, with a large amount of interest accruing thereon, this respondent did institute, on the said fourteenth day of June, 1843, another suit against the said Grand Gulf Rail Road and Banking Company in the said District Court of the Ninth District of said State, which said two suits were afterwards consolidated, and prosecuted and defendant in the said Court as one suit or action.

Your respondent further shows, that the said two suits were instituted by him as aforesaid, by way of attachment against the goods and chattels, lands and tenements, and rights and credits of the said Grand Gulf Rail Road and Banking Company, according to the laws

of the said State of Louisiana; that the said District Court of the Ninth Judicial District of said State is and was a Court having full and plenary jurisdiction in and over the said suits or actions, and the party defendants therein, and in all respects a Court of competent jurisdiction, and is the same Court by whose judgment the said Grand Gulf Rail Road and Banking Company recovered the two judgments against the said Moses Groves in his lifetime, as set forth in the said plaintiffs' original and amended and supplemental bill.

Your respondent further shows, that by lawful process, issued in the said two suits, so as aforesaid instituted by him against the said Grand Gulf Rail Road and Banking Company, the said two judgments of the said Rail Road and Banking, against the said Moses Groves, were, among other things, seized and attached, and taken into the custody of the sheriff of said Parish of Madison, to answer to the complaint, and satisfy the debt, of your respondent; that the said Grand Gulf Rail Road and Banking Company appeared and answered, and plead to the said consolidated suits; that pending the said consolidated actions the said Alfred Ingraham, the complainant in this suit, together with one George Read, did intervene and interplead in the said consolidated actions, and did claim all the said judgments, rights, and credits, so attached as aforesaid, at the suit of this respondent, and among others, the said two judgments against the said Moses Groves, as vested in them under and by virtue of an assignment to them from the said Grand Gulf Rail Road and Banking Company, made and executed in the month of February, 1842, in trust for the benefit of all the creditors of the said Rail Road and Banking Company. Your respondent further shows, that such proceedings were had in the said two consolidated actions in the said District Court of the ninth judicial district for the Parish of Madison aforesaid; that your respondent obtained the final judgment of the said Court against the said Grand Gulf Rail Road and Banking Company, for the sum of four thousand three hundred and ninety-five dollars, with the interest thereon, as is set forth in the said judgment; and it was further adjudged that all the property, so attached as aforesaid, should be sold to satisfy the said judgment, among which property was the said two judgments against the said Moses Groves; and it was further decreed, that the petition and demand of the said Ingraham and Read, intervening and interpleading in said consolidated suits, should be dismissed with costs.

Your respondent further shows, that the said Grand Gulf Rail Road and Banking Company, and the said complainant Ingraham and his co-assignee Read, in their said capacity of assignees, did prosecute an appeal from the said final judgment of the said District Court to the Supreme Court of the said State of Louisiana, which is and was the Court of last resort in the said State, and that such proceedings were had on the said appeal in the said Supreme Court, that by the judgment thereof the said judgment and decree of the said District Court was in all respects affirmed.

Your respondent further shows, that after the affirmance of the said judgment, all the said property, so attached as aforesaid, including the said two judgments against the said Moses Groves, set forth in the said plaintiffs' original and supplemental and amended bill, were, by virtue of lawful process issued from the said District Court and in execution of the said judgment, sold by the said Sheriff of the Parish of Madison aforesaid, at public sale, according to law, at which sale your respondent became the purchaser of all the said property so attached, and among others, of the said two judgments against the said Moses Groves; and for all which the said Sheriff made and executed to your respondent a deed, according to law, and which vested in your respondent a good and lawful title to the said two judgments. All which matters and things hereinbefore stated and set forth, will more fully and at large appear by a transcript of the record of the proceedings in the said consolidated suits hereinbefore mentioned, which is hereto annexed and exhibited, and marked as Exhibit (A), and which this respondent prays may be taken and considered as a part of this his answer, and to which he refers for greater certainty. (See post, page 59.)

All which matters and things so as aforesaid set forth this respondent sets up and pleads in bar of the said plaintiffs' action against him, as set forth in his said original and supplemental and amended bill, and he prays the benefit thereof to the same extent as if formerly plead.

This respondent further answering shows, that on or about the 17th day of February, 1847, this respondent sold and transferred to Horace H. Groves, administrator of the estate of Moses Groves, and to Josiah Stanborough, all the judgments and other property attached in the hereinbefore recited consolidated actions, and sold by the Sheriff as hereinbefore recited, and comprised in the deed of conveyance of the said Sheriff to this respondent as before stated, which deed is contained in the transcript or Exhibit marked (A), before referred to; and that, on the said 17th day of February, 1847, he executed and delivered to them a full and complete deed of conveyance for the same, upon the terms and conditions and for the price set forth therein. All which will appear by a true and authentic copy of said deed hereunto annexed and marked Exhibit (B). (See post, 109.) And which this respondent prays may be taken as a part of this his answer; by reason whereof this respondent alleges and shows, that he has no longer any interest in the said two judgments, and not liable to be sued by the said plaintiff in manner and form as he has sued in and by his said original and amended and supplemental bill. And this respondent, further answering, denies all fraud, combination, and confederation, charged in the said plaintiffs' original and supplemental and amended bill, and avers that all his actings and doings in the premises, and in relation to the said two judgments and the attachment and sale

thereof, were in good faith, without any combination or consideration with any one, and for the sole purpose of recovering a just debt due him by said Banking Company. And this respondent answering to the 1st, 2d, 3d, and 4th interrogatories contained in the plaintiff's supplemental and amended bill, and which he is required to answer, he answers to the 1st. That he did claim right, title, and interest in and to the whole of the said two judgments mentioned in this interrogatory. That he claimed under the Sheriff's deed to him of the date of the sixth of April, 1846, which deed is contained in the transcript or Exhibit marked (A), annexed to this answer, and fully shows the nature of his title; but he now claims no title or interest to or in the said judgments, as will appear by his answer to the third interrogatory.

To the 2d. He answers, that he has received no payment upon the said judgments, either in whole or in part, except as will be stated in the answer to the next interrogatory.

To the third 3*d*. He answers, that on the 17th day of February, 1847, he sold all his right, title, and interest, in and to all the judgments and other things comprised in the Sheriff's deed to him of the 6th of April, 1846, among which were the said two judgments to Horace Groves, administrator of Moses Groves, and Josiah Stanborough, and conveyed the same to them by deed of that date, on the terms and conditions and for the price mentioned in said deed, which deed is annexed to this answer and marked Exhibit (B.)

To the 4th. He answers, that at the time he instituted proceedings against the said bank he knew nothing of the assignment mentioned in this interrogatory. That pending the said proceedings he was informed of an assignment to the plaintiff and one Read, because they, the said plaintiff and Read, intervened and interpleaded in said suit, and claimed under an assignment to them by the said bank, and put the same on record, and he does not now remember or believe that he ever had at any time notice of or heard of any other assignment than that so put forth by the said Ingraham and Read in their intervention aforesaid.

Wherefore this respondent prays that the said plaintiff's bill may be dismissed and be hence discharged with his costs, and that he may have all such further and other order, decree, and relief in the premises as justice and equity and the nature of his case may require.

JNO. R. GRYMES,
Of Counsel.

A. H. PENISTON,
Solicitor for Defendant.

John R. Marshall, defendant in the above entitled case, being duly sworn doth depose and say, that all and singular the matters and things stated and set forth in the foregoing answer as of his own

knowledge are true, and those stated and set forth from the information of others he believes to be true.

JNO. R. MARSHALL.

Sworn to and subscribed before me,
this 6th May, 1850.

J. W. GURLEY,
U. S. Com'r.

Transcript from the State Court.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } Nos. 666 & 667.

Exhibit (*A*).

Filed with Answer of Marshall, 6th May, 1850.

State of Louisiana, Parish of Madison.

Tenth Judicial District Court.

Pleas.

Before the Honorable the Ninth (now Tenth) District Court of the State of Louisiana; sitting in and for the Parish of Madison.

Be it known and remembered, that on the 5th day of June, 1843, John R. Marshall, by his attorney, filed in said Court his petition, which is in the words and figures following, to wit:

Petition.

To the Honorable the Judge of the Ninth Judicial District Court, holding session in and for the Parish of Madison, State of Louisiana. The petition of John R. Marshall, residing in the State of New York, with respect represents, that the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company, a banking institution, incorporated by the legislature of the State of Mississippi, located and domiciliated in the town Grand Gulf in said State, doing and exercising banking business, in the name and style of the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company, are justly and legally indebted unto your petitioner in the sum of two thousand dollars, with interest as hereinafter set forth for this, to wit: that on the first day of January, in the year of 1838, the said Banking Company made, executed, issued, and circulated into the community as currency, their thirteen (13) bank bills, or bank notes, each for the sum of one hundred dollars, marked letter (A); all of said bills or notes are of the same tenor and date, made payable to H. Watt, or bearer, on demand, described and designated by their respective numbers as follows, to wit: the first note No. 2320; 2. No. 2321; 3. No. 2315; 4. No. 2317; 5. No. 2256; 6. No. 1572; 7. No. 2310; 8. No. 2314; 9. No.

2006; 10. No. 2313; 11. No. 1960; 12. No. 2316; 13. No. 1795; and on the 23d day of September, in the year 1835, the said Banking Company made, executed, issued, and circulated as currency, their three bank bills or notes, each for the sum of one hundred dollars, No. 600, No. 1001, No. 1135, all of the same tenor and date, made payable to H. Watt, or bearer, on demand. And on the last-mentioned day the said Banking Company made, issued, and circulated as currency, their bank bill or note for fifty dollars, No. 883, made payable to D. Hunt, or bearer, on demand. And on the first of March, in the year 1838, the said Banking Company issued into circulation their two bank bills or notes, each for the sum of one hundred dollars, No. 3170, No. 3166, made payable to H. Watt, or bearer, on demand. And on the last day and year above-mentioned, the said Banking Company made, executed, issued, and circulated as currency, their three bank bills or notes, each for the sum of fifty dollars, No. 3131, No. 3127, No. 107, all of the same tenor and date, made payable to H. Watt, or bearer, on demand. All of the above-described bills or notes were, on the 4th day of January, in the year of 1841, duly presented at said bank, and payment thereof duly demanded in gold and silver, which was refused by said bank, as per indorsements on the back of said bills or notes, made by the paying teller of said bank; all of which will more fully appear by reference to said bills or notes, herewith filed in time for reference and a greater certainty.

Your petitioner alleges, that all of the above-described bills or notes were made, executed, issued, and circulated into the community as currency, by said Banking Company as aforesaid, at and from this banking-house, located in the said town of Grand Gulf, State of Mississippi. Your petitioner charges and alleges, that since the execution and issuance of the above-described bills or notes, by said bank, as aforesaid, that said bank has entirely failed and refused, and still fail and refuses, to pay and redeem her bills or notes in specie, on demand. Your petitioner specially alleges, that at the date of the 4th day of January, in the year of 1841, and at all times since said date, said bank has notoriously failed, and refuses to redeem her bills or notes in specie, on demand, as said bank is bound to do by the requisite provisions of the charter of said Banking Company; and, agreeable to the laws of the State of Mississippi, and the usages and customs of said bank, your petitioner is entitled to interest at the rate of eight per cent. per annum, from the refusal of payment by said bank till paid.

Your petitioner shows, that he is the legal owner and bearer of all the above-mentioned and described bills or notes, issued by the defendants as currency at and from their banking-house, located in said town of Grand Gulf, in said State of Mississippi, signed by their president, and countersigned by the principal cashier of said bank, promising therein and thereby to pay to the person on each

bill or note mentioned, or bearer, on demand, the amount therein mentioned in money, and were transferable by delivery.

Your petitioner further shows, that the said Grand Gulf Rail Road and Banking Company is a corporation established by a law of the State of Mississippi, and are liable to be sued, and that said corporation resides and domiciliated permanently out of the State of Louisiana, and have no known agent or attorney in this State to represent them, and on whom service can be made, and that said corporation are owners of large properties, rights, and credits, moneys and effects, situated in said Parish of Madison, Louisiana.

Whereof, the premises considered, petitioner prays that the said President, Directors, and Company, of the Grand Gulf Rail Road and Banking Company, be cited according to law, and answer to this petition. And prays that a curator *ad hoc* be appointed to represent the absent defendants, and on whom legal process may be served; and after all legal previous requisites are had on the premises, prays that general writs of attachments issue against all of the lands and tenements, goods and chattels, rights, credits, moneys, and effects, belonging to the defendants, under any claim or title whatsoever, or to a sufficient amount to satisfy petitioner's demand, interest, cost, &c.; and after all legal proceedings are had in the premises, your petitioner prays that judgment be rendered in his favor, and that the said Banking Company be ordered, adjudged, and decreed to pay to your petitioner the sum of two thousand dollars, and interest at the rate of eight per cent. per annum, from the 4th January, A. D. 1841, till paid, and that the property attached be sold to satisfy petitioner's demands, interest, and all cost of suit, and that a commission issue to take depositions in and out of the State. And for general relief in the premises, as in duty bound, &c.

AMMONETTS & DUNLAP,
Attorneys for Petitioner.

Affidavit.

State of Louisiana, Parish of Madison.

Ninth District Court, Parish of Madison.

Personally came and appeared before me, the undersigned, Justice of the Peace, John Marshall, by his agent and attorney in fact, James J. Ammonetts, who, being first duly sworn, deposeth and saith, that the President, Directors, and Company, of the Grand Gulf Rail Road and Banking Company, are justly indebted to the petitioner, J. R. Marshall, in the sum of two thousand dollars, with interest, and that the same is due and unpaid, and that said Banking Company resides and are domiciliated permanently out of the State of Louisiana, to the best of affiant's knowledge and belief, James J. Amonett. Sworn to and subscribed to, before me, this the 5th day of June, A. D. 1843.

JOHN T. MASON,
Justice of the Peace, P. M., La.

Order.

Let a writ of attachment issue, upon petitioner's entering into bond and security in the sum of three thousand six hundred dollars condition, according. June 5th, 1843.

JOHN P. MASON,
Clerk Dist. Court, Parish of Madison, La.

Indorsed: 666. Ninth District Court, Parish of Madison. J. R. Marshall *v.* Grand Gulf Rail Road and Banking Company. Filed 5th June, 1843. John T. Mason, Clerk. Amonett & Dunlap for petitioner.

Bond.

Know all men by these presents, that we, John R. Marshall, of New York, as principal, and Lewis A. Collier, James J. Amonett, William Amonett, as sureties, are held and firmly bound unto the President, Directors, and Company, of the Grand Gulf Rail Road and Banking Company, of the State of Mississippi, in the sum of three thousand six hundred dollars current coin of the United States, for value received, for the true and faithful payment whereof we bind ourselves, our heirs, and assigns, jointly and severally, firmly by these presents, this the fifth day of June, A. D. 1843.

The condition of the above obligation is such, that whereas the above bounden John R. Marshall, has this day presented to the Ninth District Court of the State of Louisiana, for the Parish of Madison, his certain petition praying for a writ of attachment, against the property's and effects belonging to the Grand Gulf Rail Road and Banking Company, and granted him accordingly. Now if the said John R. Marshall shall well and truly pay and satisfy all such cost and damages, as the said President, Directors, and Company, &c., shall sustain by the wrongful suing out of said writ of attachment, then the above obligation to be void, otherwise to remain in full force and virtue this day and date above written.

JOHN R. MARSHALL,
By his agent,
JAS. J. AMONETT.

Attest,
JAMES BONDEN.

LEWIS A. COLLIER,
JAS. J. AMONETT,
WILLIAM AMONETT.

Attest,
JOHN T. MASON,
Clerk.

Attachment.

State of Louisiana, Parish of Madison, Ninth District Court.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666.

State of Louisiana, and said Court. To the Sheriff of the Parish of Madison, greeting: Whereas, due proof has been made before the Honorable the Ninth District Court, in and for said parish, by James J. Amonett, agent and attorney in fact for John R. Marshall, that the Grand Gulf Rail Road and Banking Company are resident out of the State of Louisiana, and are justly indebted to said Marshall in the sum of two thousand dollars, with interest.

Now therefore you are commanded, in the name of the State of Louisiana and said Court, to seize and attach and take into your possession the goods and chattels, lands and tenements, rights and moneys, effects and credits, of said Grand Gulf Rail Road and Banking Company, if any you find in said parish, sufficient to pay said debt and costs of suit, and make due return thereof.

Witness, the Honorable Thomas Cury, Judge of said Court, this 7th day of June, A. D. 1843.

[SEAL.] JOHN T. MASON,
Clerk of said Court.

Return.

Received on the 7th day of June, A. D. 1843, and executed on the same day of the same month and year, by posting up a certified copy of this writ of attachment at the door of the sheriff's office in the town of Richmond, Parish of Madison, Louisiana, and by levying on and attaching a certain debt, evidenced by certified copies of several notes on file in the Clerk's Office of the District Court of this parish, the originals of which were withdrawn and never came into my possession, the property of which a true and correct inventory is hereto annexed.

THOMAS B. SCOTT,
Sheriff.

By J. W. COUCH,
Deputy Sheriff.

Indorsed: 666. Ninth District Court, Parish of Madison, John R. Marshall *v.* Grand Gulf Rail Road and Banking Company, writ of attachment, filed June 7th, 1843. A. R. Potter, deputy clerk.

Inventory.

State of Louisiana, 9th District Court, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY.

The following is a true and correct inventory of the property seized and attached in the above styled suit, to wit: the following described property, rights and credits belonging to the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company, viz.: six certain notes drawn in favor of the aforesaid Banking Company, and described as follows, to wit:

1st. A note for two thousand six hundred and forty-six $\frac{48}{100}$ dollars, due three hundred and seventy days after date, dated the first of January, A. D. 1838, signed Emeline Douglass, Stephen Douglass, John Booth, Joseph H. Moore & Co.

2d. A note for three thousand six hundred dollars, due three hundred and seventy days after the 16th of January, A. D. 1838, dated May the 8th, A. D. 1838, signed Emeline Douglass, Stephen Douglass, Joseph H. Moore & Co., and B. Hughes.

3d. A note for eight thousand eight hundred dollars, due four months after date, and dated the 22d February, A. D. 1838, signed Emeline Douglass, Stephen Douglass, John Booth, and Passmore Hoops, subject to a credit of three thousand eight hundred and forty-four dollars.

4th. A note for ten thousand dollars, due three hundred and seventy days after the 3d day of January, A. D. 1838, dated the 3d of May, A. D. 1838, signed Emeline Douglass, Stephen Douglass, John Booth, and Joseph H. Moore & Co.

5th. A note for two thousand dollars, due three hundred and seventy days after the 2d day of December, A. D. 1837, dated May the 8th, A. D. 1838, signed Emeline Douglass, Stephen Douglass, John Booth, and Summers & Watt.

6th. A note for three thousand dollars, due three hundred and seventy days after the 2d day of December, A. D. 1838, dated the 2d of May, A. D. 1838, signed Emeline Douglass, Stephen Douglass, John Booth, and Joseph H. Moore & Co.; which notes were originally filed in suit 264 of the Docket of the Ninth District Court, Parish of Madison, styled Grand Gulf Rail Road and Banking Company *v.* Stephen Douglass, and attaching all of the rights of actions of the defendants in said suit No. 264, also the following described judgments rendered in favor of said bank.

1st. A foreign judgment, rendered on the 7th of June, A. D. 1841, in the County of Claiborne, State of Mississippi, for six thousand dollars and cost, styled the President, Directors, and Company, of the Grand Gulf Rail Road and Banking Company *v.* John W. Thompson, and made executory against said Thompson in this State, on the 27th May, 1843, and on file in the Ninth District Court, Parish of Madison, No. 662 of the Docket of said Court, with all of its rights of actions, &c., of whatsoever kind.

2d. A judgment, rendered in the 9th Dis't Court, Parish of Madison, on the 21st of May, 1841, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Susan Bettis et al. No. 347 of the

docket of said Court, for the sum of two thousand seven hundred and fifty dollars, with interest at the rate of eight per cent. per annum, from the 15th of Feb'y, A. D. 1840, till paid, and costs of suit, with a stay of execution on said judgment until the 1st day of January, 1842, a further stay of execution on three-fourths of said judgment, until the 1st of January, 1843, a further stay of execution on one-half of said judgment until the 1st of January, 1844, and a further stay of execution on the remaining fourth and balance of said judgment until the 1st day of January, A. D. 1845, recorded in Mortgage Book (A), page 94, on the 22d day of May, 1841, in the Parish of Madison, in the Parish Judge's office.

3d. A judgment, rendered on the 20th of May, A. D. 1842, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Jesse Stansbrough, James Graham, Stephen Douglass, in the Ninth District Court, Parish of Madison, No. 268 of the docket of said Court, for the sum of nine thousand and seventy-five dollars, with 7 per cent. interest from the 4th day of January, 1839, till paid, and cost of suit, with all of the rights, privileges, or rights of actions in said judgments, and recorded in the Parish Judge's office in said Parish of Madison, on the 24th May, 1842, Book (A), page 114.

4th. A judgment, rendered on the 21st day of May, A. D. 1841, in the 9th Dis't Court, Parish of Madison, in the suit of the Grand Gulf Rail Road and Banking Company *v.* No. 247, Moses Groves et al., for the sum of twelve thousand dollars, with interest at the rate of eight per cent. per annum, from the 23d of May, 1839, till paid, and cost of suit, recorded in the Parish Judge's office, Parish of Madison, on the 22d day of May, 1841, Book (A), page 95.

5th. A judgment, rendered on the 21st of May, 1841, in the 9th Dis't Court, Parish of Madison, in the suit of the Grand Gulf Rail Road and Banking Company *v.* No. 248, Moses Groves, for the sum of ten thousand six hundred and thirty-eight $\frac{45}{100}$ dollars, with eight per cent. interest, from the 12th of December, 1839, till paid, and costs of suit, with a stay of execution on said judgment until the 17th of April, 1842, a further stay of execution on three-fourths of said judgment until the 17th of April, 1843, a further stay of execution on the one-half of said judgment until the 17th of April, 1844, a further stay of execution on the remaining fourth and balance of said judgment until the 17th of April, 1845, with the privileges of paying up the whole or any part of said judgment previous to the 17th of April, 1845, recorded in the Parish Judge's office, Parish of Madison, on the 22d day of May, 1841, Book (A), page 93–4. Witness my signature this 7th day of June, A. D. 1843, in the Parish of Madison, in the presence of the two undersigned witnesses.

J. W. COUCH,
Dep. Sheriff.

A. R. POTTER,
GEO. D. SHADBOURNE.

Citation.

The State of Louisiana, Ninth District Parish Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY.

To the President, Directors, and Company of the Grand Gulf Rail Road Bank resident out of the State of Louisiana, you are hereby summoned, cited either to comply with the demand contained in the petition of the said John R. Marshall, of which a copy accompanies this citation, or to deliver your answer to the said petition at the office of the clerk of said Court, held in the town of Richmond, in said parish, within ten days after service hereof. Witness the Honorable Tho's Cury, Judge of said Court, this 7th day of June, 1843.

[SEAL.] JOHN P. MASON,
Clerk of said Court.

Return.

Received on the 7th day of June, A. D. 1843, and served on the same day of the same month and year by posting up a copy of this citation at the door of the Sheriff's Office in the town of Richmond, and by reserving a copy of the petition to serve on the attorney appointed to represent the absentee Grand Gulf Rail Road and Banking Company, Parish of Madison, La.

J. W. COUCH,
Deputy Sheriff.

June 7th, 1843.

Indorsed: 666, John R. Marshall v. G. G. Rl. Rd. Bank. Citation filed June 7th, 1843. A. R. Potter, Dy. Ck.

Petition.

To the Honorable, the Judge of the Ninth Judicial District Court, holding session in and for the Parish of Madison, State of Louisiana:

The petition of John R. Marshall, residing in the State of New York, respectfully represents, That the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company, a banking institution, incorporated by the legislature of the State of Mississippi, located and domiciliated in the town of Grand Gulf, in said State, doing and exercising banking business in the name and style of the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company, are justly and legally indebted unto your petitioner in the sum of two thousand three hundred and ninety-five dollars, with interest, as hereinafter set forth for this, to wit: That on the first day of January, in the year of 1838, the said Banking Company made, executed, issued, and circulated into the

community, as currency, their twenty-three (23) bank bills or bank notes, each for the sum of one hundred dollars, marked letter (A); all of said bills or notes are of the same tenor and date, made payable to H. Watt, or bearer, on demand, signed J. Callender, cashier, and J. P. Parker, president, described and designated by their respective numbers as follows, to wit: the 1st note numbered 2022; 2d. No. 2772; 3d. No. 2008; 4th. No. 2587; 5th. No. 2463; 6th. No. 1602; 7th. No. 2040; 8th. No. 2387; 9th. No. 2603; 10th. No. 2002; 11th. No. 2490; 12th. 1519; 13th. No. 2491; 14th. No. 2336; 15th. No. 1946; 16th. No. 1589; 17th. No. 2009; 18th. No. 1501; 19th. No. 1683; 20th. No. 1855; 21st. No. 1516; 22d. No. 2044; 23d. No. 2055. And on the 23d day of September, in the year of 1835, the said Banking Company made, executed, issued, and circulated, as currency, their bank bill or note for the sum of fifty dollars, No. 817, made payable to D. Hunt, or bearer, on demand, signed J. Callender, cashier, and B. Hughes, president. And on the 21st day of May, in said year, said Banking Company made, executed, and issued, as currency, their bank bill or note for the sum of twenty dollars, No. 581, made payable to P. Hoopes, or bearer, on demand, signed J. Callender, cashier, and B. Hughes, president. And on the last-mentioned day said Banking Company made, issued, and circulated, as currency, their bill or note for five dollars, signed J. Callender, cashier, and B. Hughes, president, No. 72. And on the 1st day of January, in the year of 1838, the said Banking Company made, executed, and issued, as currency, their bank bill or note for the sum of twenty dollars, No. 1128, made payable to D. Hunt, or bearer, on demand, all of which bills or notes were, on the 8th day of May, A. D. 1838, duly presented at said Bank, and payment duly demanded in gold or silver, which was refused by said bank, as per indorsements on the back of said bills or notes, made by the paying teller of said bank, all of which will more fully appear by reference to said bills or notes herewith filed in time for reference.

Your petitioner alleges, that all the above-described bills or notes were made, issued, and circulated into the community as currency, by the said Banking Company as aforesaid, at and from their banking house, located in the said town of Grand Gulf, State of Mississippi, charges and alleges, that since the execution and issuance of the above described bills or notes by said bank, as aforesaid, that said bank has entirely failed and refused, and still fail and refuses to pay and redeem her bills or notes in specie on demand. Petitioner specially alleges, that at the date of the 8th of May, A. D. 1838, and at all times since said date, said bank has notoriously failed, and refuses to redeem her bills or notes when demanded, as she is bound to do by the provisions of its charter. And according to the laws of the State of Mississippi, and the usages and customs of said bank, your petitioner is entitled to interest at the rate of eight per cent. per annum from the refusal of payment by said bank till paid.

Your petitioner shows that he is the legal owner and bearer of the above-mentioned and described bills or notes issued by the defendants, as currency, at their banking house located in said town of Grand Gulf, in said State of Mississippi, signed by the president and countersigned by the principal cashier of said bank, promising therein and thereby to pay to the person on each bill or note mentioned, or bearer, on demand, the amount therein mentioned in money, and were transferable by delivery. Petitioner further shows, that the said Grand Gulf Rail Road and Banking Company, is a corporation established by a law of the State of Mississippi, and are liable to be sued, and that said corporation resides permanently out of the State of Louisiana, but own a large amount of property, goods, and chattels, rights and credits, moneys and effects, being and situated in the Parish of Madison, Louisiana.

Wherefore, the premises considered, petitioner prays that the President, Directors, and Company, of the Grand Gulf Rail Road and Banking, defendants in this case, be cited according to law, and *and* answer to this petition. And prays that a curator *ad hoc* be appointed to represent the absent defendants, and on whom legal process may be served upon, the defendants having no known agents or attorney in the State on whom service can be made; and after all due legal proceedings are had in the premises, prays that general writs of attachments issue in the premises against all of the lands and tenements, goods and chattels, rights and credits, moneys and effects, belonging to the defendants in any manner whatsoever, or to a sufficient amount to satisfy petitioner's demand, &c.

Your petitioner prays, that judgment be rendered in his favor, and that the said Banking Company be ordered, adjudged, and decreed to pay to your petitioner the sum of two thousand three hundred and ninety-five dollars, with interest at the rate of eight per cent. per annum, from the 8th day of May, A. D. 1838, till paid, and cost of suit; and prays, that a commission issue to take depositions in and out of the State, and for general relief in the premises, as in duty bound, &c., and that the property attached be sold to satisfy said demands and costs.

AMONETTS & DUNLAP,
Attorneys for Petitioner.

Affidavit.

State of Louisiana, Parish of Madison; Ninth District Court, Parish of Madison.

James J. Amonett, agent and attorney in fact for the petitioner, John R. Marshall, being first duly sworn, deposeth and saith, that the President, Directors, and Company, of the Grand Gulf Rail Road and Banking Company, are justly and legally indebted to the petitioner, John R. Marshall, in the sum of two thousand three hundred and ninety-five dollars, with interest as set forth in the within peti-

tion, and that the same is due and unpaid, and that said corporation resides permanently out of the State of Louisiana, to the best of affiant's knowledge.

J. J. AMONETT.

Sworn to and subscribed to before me this the 14th day of June, A. D. 1843.

A. R. PATTER,
Deputy Clerk.

Order.

Let an attachment issue, as prayed for in petition, upon petitioner entering into bond and security in the sum of five thousand and sixty-five dollars, conditioned according to law. June 14th, 1843.

A. R. POTTER,
Deputy Clerk.
9th Distr. Court, Parish of Madison.

Indorsed: 666 & 667; 9th District Court, Parish of Madison; J. R. Marshall *v.* Grand Gulf Rail Road and Banking Company; filed June 14th, 1843. A. R. Potter, D'y Cl'k, Amonett & Dunlap, for petitioner.

Bond.

Know all men by these presents, that we, John R. Marshall, of New York, as principal, and Lewis A. Collier, James J. Amonett, William Amonett, and William Donan, as sureties, are held and firmly bound unto the President, Directors, and Company, of the Grand Gulf Rail Road and Banking Company of the State of Mississippi, in the just and full sum of five thousand and sixty-five dollars current coin of the United States, for value received, for the true and faithful payment whereof we bind ourselves, our heirs, and assigns, jointly and severally, firmly by these presents, executed and delivered this the 14th day of June, A. D. 1843.

The condition of the above obligation is such, that, whereas the above-bounden John R. Marshall has this day presented to the Ninth District Court of the State of Louisiana for the Parish of Madison, his certain petition, praying for a writ of attachment against the property and effects of the President, Directors, and Company, of the Grand Gulf Rail Road and Banking Company, and granted him accordingly. Now, if the said J. R. Marshall shall, well and truly, pay and satisfy all such costs and damages as the said President, Directors, and Company &c. shall sustain by the wrongful suing out of said writ of attachment, then this obligation

to be void, otherwise to remain in full force and virtue this day and date above written.

JOHN R. MARSHALL,
By his agent,
JAS. J. AMONETT,
LEWIS A. COLLIER,
JAMES J. AMONETT,
WILLIAM AMONETT,
W. DENNAN.

Attest:
JAMES BONDEN.

Indorsed: 667; 9th District Court, Parish of Madison; J. R. Marshall *v.* G. G. Rail Road and Banking Co.; Bond; filed, June 14th, 1843. A. R. Potter, Dep. Cl'k.

Attachment.

State of Louisiana, Parish of Madison; Ninth District Court.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 667.

The State of Louisiana and said Court to the Sheriff of the Parish of Madison, greeting:

Whereas due proof has been made, before the Honorable the Ninth District Court, in and for the Parish of Madison, by J. J. Amonett, agent and attorney in fact for John R. Marshall, that the Grand Gulf Rail Road and Banking Company are residents out of the State of Louisiana, and are justly indebted to said Marshall in the sum of two thousand three hundred and ninety-five dollars, with interest at the rate of eight per cent. per annum, from the 8th day of May, A. D. 1838.

Now, therefore, you are commanded, in the name of the State of Louisiana and said Court, to seize and attach, and take into your possession, the goods and chattels, lands and tenements, rights and moneys, effects and credits of said Grand Gulf Rail Road and Banking Company, if any you find in said parish sufficient to pay said debt and costs of suit, and make due return thereof.

Witness, the Honorable Thomas Curry, Judge of said Court, this 19th day of June, A. D. 1843.

JOHN T. MASON,
Clerk.
By A. R. POTTER,
D'y Cl'k of said Court

Return.

Received, on the 19th day of June, A.D. 1843, and executed on the 20th day of the same month and year, by posting up a certified copy of this writ of attachment at the door of the clerk's office, at Richmond, in the parish of Madison, La., and by levying on and attaching two judgments against Jesse Stansbrough, in favor of the

Grand Gulf Rail Road and Bg. Company, No. 262 and 268 of the docket of the 9th District Court; also two judgments in the 9th District Court against Moses Groves et al., No. 247 and 248; also a judgment against Susan Bettis et al., and rendered in favor of the Grand Gulf Rail Road and Banking Company, No. 347, which property is more fully described in a true and correct inventory hereto attached; and by giving notices to Horace H. Groves, adm'r, &c., Gipson C. Bettis, and Jesse Stansbrough, that I had made such levy, and notifying them not to pay over to said bank the amounts of said judgments until the final decision of this suit. Richmond, La., Parish of Madison, June 20th, A.D. 1843.

J. W. COUCH,
Deputy Sheriff.

Indorsed: 667. 9th District Court, J. R. Marshall *v.* G. Gulf Rail Road and Banking Company, writ of attachment. Sheriff. Filed June 20th, 1843. A. R. Potter, Deputy Clerk.

Inventory.

State of Louisiana, 9th District Court, Parish of Madison.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 667.

The following is a true and correct inventory of the property attached by me in the above entitled suit, by virtue of a writ of attachment, directed to me from the 9th District Court, Parish of Madison, La., to wit:

A judgment, rendered on the 7th of June, 1841, in the county of Claiborne, State of Mississippi, for six thousand dollars and costs, styled the President, Directors, and Company, of the Grand Gulf Rail Road and Banking Company, *v.* John W. Thompson, and made executory against said Thompson, in this State, on the 27th May, A.D. 1843, and on file in the 9th District Court, Parish of Madison, No. 662 of the docket of said Court, with all of its rights of actions, privileges, and immunities, of whatsoever kind they be.

2d. A judgment, rendered in the 9th District Court, Parish of Madison, on the 21st of May, A.D. 1841, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Susan Bettis et al., No. 347 of the docket of said Court, for the sum of two thousand seven hundred and fifty dollars, with interest at the rate of eight per cent. per annum, from the 15th of February, 1840, till paid, and cost of suit.

3d. A judgment, rendered on the 20th of May, A.D. 1842, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Jesse Stansbrough, James Graham, Stephen Douglass, in solido, in the 9th District Court, Parish of Madison, No. 268, for the sum of nine

thousand and seventy-five dollars, with 7 per cent. interest, from the 4th day of January, 1839, till paid, and costs of suit, with all of the rights, privileges in said judgment.

4th. A judgment, rendered on the 21st day of May, A.D. 1841, in the 9th District Court, Parish of Madison, in the said suit of the Grand Gulf Rail Road and Banking Company *v.* No. 247, Moses Groves et al., for the sum of twelve thousand dollars, with interest at the rate of eight per cent. per annum, from the 23d of May, A.D. 1839, till paid, and costs of suit.

5th. A judgment, rendered on the 21st day of May, 1841, in the 9th District Court, Parish of Madison, in the suit of Grand Gulf Rail Road and Bk. Company *v.* No. 248, Moses Groves, for the sum of ten thousand six hundred and thirty-eight $\frac{45}{100}$ dollars, with eight per cent. interest, from 12th of December, 1839, till paid, and costs of suit.

6th. A judgment, rendered on the 3d day of June, A D. 1841, in the 9th District Court, Parish of Madison, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Jesse Stranbrough, No. 262 of the docket of said Court, for the sum of two thousand nine hundred and thirteen dollars, with 8 per cent. interest.

7th. A certain bill of exchange, dated the 20th Jan'y, 1836, at Port Gibson, drawn by Nicholson Barnes, and payable to the order of Jesse Harper, for $4000, ten months after date, No. G. G. 446, indorsed Bogart and Hoopes, Jesse Harper, and Hoopes and Bogart, and now on file, in the suit of the Grand Gulf Bank *v.* Nicholson Barnes, No. 379, 9th District Court, Parish of Madison, and all rights of actions in said suit. Witness my signature, this 20th day of June, A.D. 1843, in the Parish of Madison, La., in presence of the two undersigned witnesses, who have signed with me, the said sheriff.

J. W. COUCH,
Deputy Sheriff.

E. CAVILLEAR,
ALEX'R T. STEELE.

Citation.

The State of Lousiana.

9th District Court, Parish of Madison.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 667.

To G. Gulf Rail Road and Banking Company, residing out of the State of Louisiana: you are hereby summoned, cited either to comply with the demand contained in the petition of the said J. R. Marshall, of which a copy accompanies this citation, or to deliver

your answer to the said petition, at the office of the Clerk of said Court, held in the town of Richmond, in said Parish, within ten days after service hereof. Witness, the Honorable Thomas Curry, Judge of said Court, this 19th day of June, 1843.

[SEAL.] A. R. POTTER,
D'y Cl'k of said Court.

Return.

Received, on the 19th day of June, A.D. 1843, and served on the 20th day of the same month and year, by posting up a certified copy of this citation, at the door of the clerk's office, in the town of Richmond, La., and by reserving a copy of the petition to serve on attorney appointed to represent absentee, Grand Gulf Rail Road and Banking Company, Parish of Madison, La., June 20th, A.D. 1843.

J. W. COUCH,
Deputy Sheriff.

Indorsed: 667. Ninth District Court. Citation to Grand Gulf Rail Road and Banking Company, sheriff. Filed, June 20th, 1843. A. R. Potter, Deputy Clerk.

Notice.

State of Louisiana, Ninth District Court, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666.

To Mr. Jesse Stansbrough: Please take notice, that I have, this day, by virtue of a writ of attachment to me directed in the above-described suit, from the Ninth District Court, Parish of Madison, levied on two judgments against you, to wit: A judgment rendered on 20th of May, 1842, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Jesse Stansbrough, James Graham, Stephen Douglass, in solido, in the Ninth District Court, Parish of Madison, No. 268 of the docket of said Court, for the sum of nine thousand and seventy-five dollars, with 7 per cent. interest, from the 4th Jan., 1839, till paid; also, a judgment, rendered on the 3d day of June, A. D. 1841, in the said Ninth District Court, in the suit of Grand Gulf Rail Road and Banking Company *v.* Jesse Stansbrough, No. 262 of the docket of said Court, for the sum of two thousand nine hundred and thirteen dollars, with 8 per cent. interest from until paid; and you are hereby notified, that you are not to pay said debt to said Grand Gulf Rail Road and Banking Company, until the final decision of this suit. Parish of Madison, La. June 19th, A. D. 1843.

J. W. COUCH,
Deputy Sheriff.

Return.

Served a copy of this notice of attachment on Jesse Stansbrough, in person, at his domicile, on Roundaway Bayou, in this Parish of Madison, La. June 21st, 1843.

J. W. COUCH,
Deputy Sheriff.

Indorsed: 666. Notice to Jesse Stansbrough. Filed, June 21st, 1843. A. R. Potter, Deputy Clerk.

Notice.

State of Louisiana, Ninth District Court, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 667.

To Mr. Jesse Stansbrough: Please take notice that I have, this day, by virtue of a writ of attachment to me directed, in the above-styled suit, from the Ninth District Court, Parish of Madison, levied on two judgments against you, to wit: A judgment rendered on the 20th of May, 1842, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Jesse Stansbrough, James Graham, Stephen Douglass, in solido, in the Ninth District Court, Parish of Madison, No. 268 of the docket of said Court, for the sum of nine thousand and seventy-five dollars, with 7 per cent. interest, from the 4th January, 1839, till paid; also, a judgment, rendered on the 3d day of June, A. D. 1841, in said Ninth District Court, in the suit of Grand Gulf Rail Road and Banking Company *v.* Jesse Stanbrough, No. 262 of the docket of said Court, for the sum of two thousand nine hundred and thirteen dollars, with 8 per cent. interest from until paid; and you are hereby notified that you are not to pay said debt to said Grand Gulf Rail Road and Banking Company, until the final decision of this suit. Parish of Madison, La. June 20th, A. D. 1843.

J. W. COUCH,
Deputy Sheriff.

Return.

Served a copy of this notice of attachment, on the 20th day of June, A. D. 1843, on Jesse Stanbrough, in person, at and residing at his domicile, in the Parish of Madison, La. Richmond, La., June 21st, 1843.

J. W. COUCH,
Deputy Sheriff.

Indorsed: 667. Notice to Jesse Stanbrough. Filed, June 21st, 1843. A. R. Potter, Deputy Clerk.

Notice.

State of Louisiana, Ninth District Court, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666.

To Mr. H. H. Groves, administrator of the estate of Moses Groves, deceased: Please take notice that I have this day, by virtue of a writ of attachment to me directed, from the Ninth District Court, Parish of Madison, in the above-styled suit, levied on a judgment, rendered on the 21st day of May, A. D. 1841, in said suit, Ninth District Court, in the suit of the Grand Gulf Rail Road and Banking Company *v.* 247, Moses Groves et al., for the sum of twelve thousand dollars, with interest, at the rate of eight per annum, from the 23d of May, A. D. 1839, till paid; also, a judgment, rendered on the 21st of May, 1841, in the Ninth District Court, Parish of Madison, in the suit of the Grand Gulf Rail Road and Banking Company *v.* 248, Moses Groves, for the sum of ten thousand six hundred and thirty-eight $\frac{44}{100}$ dollars, with eight per cent. interest, from the 12th of December, A. D. 1839, till paid; and you are hereby notified, that you are not to pay said debt to said bank until the final decision of this suit. Parish of Madison, La., June 19th, A. D. 1843.

J. W. COUCH,
Deputy Sheriff.

Return.

Served a copy of this notice of attachment, on the 20th day of June, A. D. 1843, on H. Groves, by leaving it with Miss Groves, a free white person, above the age of 14 years, at and residing at the domicile of H. H. Groves, on Bayou Vidal, in this Parish. Parish of Madison, La. June 21st, 1843.

J. W. COUCH,
Dep'ty Sheriff.

Indorsed: 666. Notice to H. H. Groves, Esq'r. Filed June 21st, 1843. A. R. Potter, D'y Cl'k.

Notice.

State of Louisiana, 9th District Court, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY.

To Mr. Horace H. Groves, administrator of the estate of Moses Groves, dec'd: Please take notice that I have this day, by virtue of a writ of attachment to me directed, from the Ninth District Court,

Parish of Madison, in the above-styled suit, levied on a judgment rendered on the 21st of May, A. D. 1841, in said Ninth District Court, in the suit of the Grand Gulf Rail Road and Banking Company *v.* 247, Moses et al., for the sum of twelve thousand dollars, with interest at the rate of eight per cent. per annum, from the 23d of May, A. D. 1839, till paid; also a judgment, rendered on the 21st of May, A. D. 1841, in the Ninth District Court, Parish of Madison, in the suit of the Grand Gulf Rail Road and Banking Company *v.* 248, Moses Groves, for the sum of ten thousand six hundred and thirty-eight $\frac{45}{100}$ dollars, with eight per cent. interest from the 12th of December, 1839, till paid, and you are hereby notified, as the legal representative of the said Moses Groves, dec'd, that you are not to pay said debt to said bank until the final decision of this suit. Parish of Madison, La., June 20th, A. D. 1843.

J. W. COUCH,
Dep'ty Sheriff.

Return.

Served a copy of this notice of attachment, on the 20th day of June, A. D. 1843, on H. H. Groves, by leaving it with Miss Groves, a free white person, apparently above the age of 14 years, at and residing at the domicile of H. H. Groves in this parish. Parish of Madison, La., June 21st, 1843.

J. W. COUCH,
D'y Sheriff.

Indorsed: 667. Notice to H. H. Groves, Esqr. Filed June 21st, 1843. A. R. Potter, D'y Cl'k.

Notice.

State of Louisiana, 9th District Court, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666.

To Gipson C. Bettis, administrator, &c.: Please take notice, that I have this day, by virtue of a writ of attachment to me directed, from the Ninth District Court, Parish of Madison, in the above-styled suit, levied on a judgment rendered in the Ninth District Court, Parish of Madison, on the 21st day of May, A. D. 1841, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Susan Bettis et al., No. 347 of the docket of the 9th District Court, Parish of Madison, for the sum of two thousand seven hundred and fifty dollars, with interest at the rate of eight per cent. per annum, from the 15th of February, 1840, till paid. And you are hereby notified in your own right, as well as heir of Susan Bettis' estate, that you are not to pay

said debt to said Grand Gulf Rail Road Bank until the final decision of this suit. Parish of Madison, La., June 19th, A. D. 1843.

J. W. COUCH,
D'y Sheriff.

Return.

Served a copy of this notice of attachment, on the 21st of June, A. D. 1843, on G. C. Bettis. Parish of Madison, La., June 21st, 1843.

J. W. COUCH,
D'y Sheriff.

Indorsed: 666. Notice to G. C. Bettis, filed June 21st, 1843. A. R. Potter, D'y Cl'k.

Notice.

State of Louisiana, 9th District Court, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 667.

To Gipson C. Bettis, administrator, &c.: Please take notice, that I have this day, by virtue of a writ of attachment to me directed, from the Ninth District Court, Parish of Madison, in the above-styled suit, levied on a judgment rendered on the 21st of May, A. D. 1841, in the 9th District Court, Parish of Madison, in the suit of the Grand Gulf Rail Road and Banking Company *v.* 347, Susan Bettis et al., for the sum of two thousand seven hundred and fifty dollars, with interest at the rate of eight per cent. per annum, from the 15th February, 1840, till paid; and you are hereby notified in your own right, as well as heir of Susan Bettis' estate, that you are not to pay said debt to said Grand Gulf Rail Road Bank until the final decision of this suit. Parish of Madison, La., June 20th, A. D. 1843.

J. W. COUCH,
D'y Sheriff.

Return.

Served a copy of this notice of attachment, on the 21st of June, A. D. 1843, on G. C. Bettis, Parish of Madison, La., June 21st, 1843.

J. W. COUCH,
D'y Sheriff.

Indorsed: 667. Notice to Gipson C. Bettis. Filed June 21st, 1843. A. R. Potter, D'y Cl'k.

Minutes.

On the 21st day of November, 1843, the following entry was made on the minutes of the Court, page 478, Book (A).

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 and 667.

On motion of plaintiff's counsel, these suits are consolidated. R. C. Stockton, Esq., is appointed curator *ad hoc* to represent the absentees.

Minutes.

November 27th, 1843, page 508.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 and 667.

In this case, the defendants having failed to appear, either in person or by their counsel, after the delay provided by law, judgment by default is rendered against them.

Minutes.

November 28th, 1843, page 516.

Time extended to the next term to correspond and answer, and case continued.

Minutes.

May 7th, 1844. Book B, page 5.

Answer filed, and petition of intervention of assignees filed.

Answer.

Ninth Judicial District Court. Consolidated Cases.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666 and 667.

Defendants for answer deny generally all the allegations in plaintiff's petition contained, and especially deny that any of their property has been attached.

And they pray to be dismissed and for all general relief.

H. H. STRAWBRIDGE,
For Defendants.

Indorsed: 666 and 667. John R. Marshall *v.* Grand Gulf Rail Road and Banking Company. Answer filed May 7th, 1844. J. W. Couch, D'y Cl'k.

Petition of Intervention.

Consolidated Case.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666 and 667.

To the Hon. Judge of the Ninth Judicial District Court, State of Louisiana.

The prayer of Alfred Ingraham and George Read, residing in the State of Mississippi, respectfully show, that by an act duly executed in the State of Mississippi, in the month of February, 1842, and by subsequent acts, the defendants conveyed and transferred to your petitioners, as assignees for the use and benefit of all the creditors of said defendants, their whole property, including that attached in the present suit; all which, long before the institution thereof, was delivered to your petitioners, as the plaintiffs and garnishees were fully informed.

Your petitioners therefore pray leave to intervene herein, and opposing the plaintiff's demand, to claim the property attached.

They annex hereto the above mentioned deed of assignment for greater certainty, and further pray for such general relief as the nature and exigencies of their case may require.

H. H. STRAWBRIDGE,
Counsel for Int'rs.

Indorsed: 666 and 667. John R. Marshall *v.* Grand Gulf Rail Road and Banking Company. Intervention of assignees filed May 7th, 1844. J. W. Couch, D'y Cl'k.

Minutes.

May 7th, 1844, page 8, Book B.

Sheriff has leave to amend his return, May 8th, 1844, page 12. Amended petition filed by leave of the Court. Answer to petition of intervention filed.

Amended Petition.

Ninth District Court, Parish of Madison.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 and 667.

The plaintiff, by his counsel, by leave of the Court first had and obtained, amends his original petition, and prays for trial by jury, and for general relief, &c.

AMONETTS & DUNLAP,
Att'ys for Pl'tffs.

Indorsed: 666 and 667. 9th District Court. J. R. Marshall *v.* Grand Gulf Rail Road and Banking Company. Amended petition. Filed May 8th, 1844. J. W. Couch, D'y Cl'k.

Answer to Intervention.

Ninth District Court, Parish of Madison.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. } 666 and 667.

The plaintiffs in these suits for answer to the demands contained in the petitions of intervention of Alfred Ingram and George Read, claiming to be assignees of the defendants, denies each and every allegation therein set forth, except such as may hereafter specially admitted, shows that by the laws of the State of Mississippi, where said bank was chartered and located, that all banks are prohibited from assigning any evidence of indebtedness, and deny that the intervenors, by virtue of the assignment made to them by said bank, have any interest or title to the property in dispute in this suit, shows that said assignment is illegal, void, and made in bad faith on the part of said bank, for the purpose of defrauding a portion of her creditors, and for the purpose of favoring others. Wherefore respondent prays that the demands of the said intervenors be dismissed and rejected, with costs, &c.

AMONETTS & DUNLAP & SNYDER.

Indorsed: 666 and 667. 9th District Court. J. R. Marshall *v.* Grand Gulf Rail Road and Banking Company. A. Ingram and G. Read, intervenors, &c. Answer to intervention, filed May 8th, 1844. J. W. Couch, D'y Cl'k. Amonett, Dunlap & Snyder, Att'ys for plaintiff.

Minutes.

On the 8th day of May, 1844, the following entry was made on the minutes of the Court, pages 14 and 15, book B.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 & 667.

This cause this day came on for trial, whereupon the following jurors were empanelled, to wit: Ebenezer Fatheree, James Forbes, James C. Ross, Will Harwell, Thomas P. Roe, Philip Mayher, Robert Ford, James Graham, Wm. Curry, Anthony Hogget, W. W. Walton, Wm. Purvis, each of whom the oath by law having been duly administered, the Court proceeded with the trial of the above cause, and pending the trial the Court adjourned; peremptory exceptions of defendants and agreement of counsel filed.

Peremptory Exceptions.

Ninth Judicial District Court.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } Nos. 666 & 667.

Defendants, for peremptory exceptions founded on law, plead that plaintiff's claim is extinguished by a prescription of five years and upwards, and is no longer due, if ever due.

H. H. STRAWBRIDGE,
for Def'ts.

Indorsed: No. 666 and 667. 9th Judicial District Court, J. R. Marshall to Grand Gulf Rail Road and Banking Company. Peremptory exceptions of defendants. Filed May 8th, 1844. J. W. Couch, Deputy Clerk.

Agreement of Counsel.

Ninth District Court, Parish of Madison.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 & 667.

The plaintiff offered in evidence, on the trial of the above causes, forty-nine bank bills or notes, issued by the defendants as currency, as are described and sued for in plaintiff's petitions, Nos. 666 and 667.

It is admitted by the defendants and intervenors in said suits, Nos. 666, 667, that the signatures of Callender, attached and signed to each note or bill sued on, are genuine, and that said Callender was cashier for said defendants at the time of signing said bill or notes.

2d. It is admitted by the said defendants and intervenors, that the signatures of J. P. Parker and B. Hughes, attached and signed to said bills or notes sued on, are genuine, and that said Parker and Hughes signed said bills or notes as presidents for said defendants, and was presidents at the time of signing said bills or notes for said bank, the defendants.

3d. It is admitted by said defendants and intervenors, that the signatures of Clar. A. Whiteman and Chas. English, attached or signed to said bills or notes sued on, was indorsed on the back of said bills or notes, by the said Whiteman and English, as tellers of said bank, the defendants, at the date mentioned on the back of said bills or notes, and that the said Whiteman and English were tellers for said defendants, at the time of signing said bills or notes.

4th. It is admitted by said defendants and intervenors, that the

purposes of indorsing said bills or notes by said Whiteman and English, were to enable the holder or holders of said bills or notes, to recover interest on the bills or notes from the time of their indorsements, and that said Whiteman and English were tellers for said defendants at the time of signing or indorsing said bills or notes and that said indorsements were made in pursuance of the laws of Mississippi, and the charter of said bank.

H. H. STRAWBRIDGE,
For Def'ts and Int'vrs.

Indorsement: No. 666 and 667. Agreement, filed May 8th, 1844. J. W. Couch, Deputy Clerk. Marked A.

Evidence.

Statement of Facts.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY.

Plaintiff's evidence. Statement of facts by agreement of the parties. . . . . A. 49 Bank Bills, No. 1 to 49 inclusive. Agreed, that if an appeal be taken, the original bills may be taken up.

Charter of the Grand Gulf Rail Road and Banking Company, and different act. . . . . B. It is agreed in case an appeal be taken, that the paper B, the original, may be taken up.

Admitted, that James J. Amonett was legally authorized to make the oath for attachment, by proper power of attorney from plaintiff.

Evidence of the Defendant and Intervenors.

Alfred Ingram, called by defendant and intervenor, says: the original of the assignment is in the hands of James H. Murry, attorney for the Bank in the State of Mississippi; it was not in the power of witness to procure it, being necessary to use it there in a Court of Justice.

Plaintiff's Evidence.

Sect. 21st. Section of an Act of the Legislature of the State of Mississippi, passed June 13th, 1832, from page 452 to 460 inclusive, in the Revised Code of Mississippi, Act of the Legislature of the State of Mississippi, dated 21st February, 1840: Section 7th, D.

I do hereby certify, that the above and within statement of fact, contains all the evidence and documents adduced on the trial of the cause, and which was taken down by the Judge, by consent, May Term, 1844. E. R. Willson, Judge, 7th District.

Indorsed, J. R. Marshall *v.* Grand Gulf Rail Road and Banking Company. Statement of Facts. Filed May 9th, 1844. J. W. Couch, Deputy Clerk.

Minutes.

On the 9th day of May, 1844, the following entry was made on the minutes of the Court, pages 17 and 18, Book B.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 & 667.

This case was again taken up for trial and the jury empanelled. The evidence being closed, the case was argued, and after hearing both parties by their counsel, Phillip Maker was appointed foreman of the jury; the jury then retired to deliberate upon their verdict, and having returned into Court with their verdict, it was duly read and agreed to, and ordered to be recorded, as follows, to wit: We, the jury, find a verdict for plaintiff against defendant, for the sum of twenty-three hundred, $2320, and twenty dollars, with interest at the rate of eight per cent. per annum, from the 8th day of May, 1838, until paid; for the sum of sixteen hundred and fifty dollars, with interest at the rate of eight per cent. per annum, from the 4th January, 1841, until paid; for seventy-five dollars, with five per cent. interest, from the 8th day of May, 1838, until paid; for the sum of three hundred and fifty dollars, with five per cent. interest, from 4th January, 1841, until paid; making in all $4395, with interest as above set forth. Phillip Maker, foreman. We, the jury, find the intervenors in the case have established no evidence of their claim to the property, as set forth in the petition. Phillip Maker, foreman. Whereupon the Court rendered the following

Judgment.

To wit, by reason of the law and evidence, and the verdict of the jury being in favor of the plaintiff and against the defendants and intervenors: it is, therefore, ordered, adjudged, and decreed, that the plaintiff, John R. Marshall, do recover of the defendants, the President and Directors of the Grand Gulf Rail Road and Banking Company, four thousand three hundred and ninety-five dollars, with interest at the rate of eight per cent. per annum, on twenty-three hundred and twenty dollars, from the 8th day of May, 1838, until paid; and the like rate of interest on sixteen hundred and fifty dollars, from the 4th day of January, 1841, till paid; and five per cent. interest on three hundred and fifty dollars from the 4th day of January, 1841, till paid; and five per cent. interest on seventy-five dollars from the 8th May, 1838, till paid, with a preference and privilege upon the property, rights, and credits attached; and it is further ordered, that the property, rights, and credits attached, be sold according to law to satisfy this judgment, and all costs of suit; and it is further decreed, that the demand of intervenors be rejected with cost.

Done and signed, in open Court, this 9th day of May, 1844, after overruling the motion for a new trial.

E. R. WILLSON,
Judge, 7th District.

Minutes.

Minutes: May 9th, 1844, page 18; Bill of Exceptions, filed by leave of the Court.

Minutes: May 9th, 1844, page 20; Bill of Exceptions, filed leave of the Court; motion for new trial filed, and the motion for new trial overruled; Appeal Bonds of Defendants and Intervenors filed.

Petition for Appeal.

Ninth Judicial District Court.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG CY. } Nos. 666 & 667.

The defendants herein to the honorable Judge of the Ninth Judicial District Court, respectfully represents, that there is error in the verdict and judgment herein rendered against them, whereby they are seriously and irreparably injured.

Wherefore they pray leave to take a suspensive appeal, on complying with the forms of law.

H. H. STRAWBRIDGE,
For Defendant.

Service accepted.

DUNLAP,
For Plaintiff.

Order.

Let a suspensive appeal be granted, according to the prayer of the petitioner, returnable to the Supreme Court, Western District, at Alexandria, on the first Monday in October next, 1844, on defendant giving bond, in the sum of $9,200, nine thousand two hundred dollars, with H. H. Groves, as surety.

E. H. WILLSON,
Judge, 7th District.

May 9th, 1844.

Indorsed: 666 & 667; J. R. Marshall *v.* Grand Gulf R. R. & Bg. Cy; Def's Appeal; Filed 9th May, 1844. S. Anderson, Cl'k.

Appeal Bond.

Know all men by these presents, that we, the President and Directors of the Grand Gulf Rail Road and Banking Company, principals, and Horace H. Groves, as surety, are held, and firmly bound, unto John R. Marshall, in the sum of $9,200, nine thousand and two hundred dollars, conditioned as below.

Whereas the President and Directors of the Grand Gulf Rail Road

and Banking Company have appealed from a certain final judgment rendered against them on the 9th of May, 1844, in the Court of Ninth Judicial District, State of Louisiana, entitled "J. B. Marshall *v.* Grand Gulf Rail Road and Banking Company, Nos. 666 & 667 of the docket." Now the condition of this bond is such, that, if said appellants shall prosecute their appeal, and satisfy whatever judgment may be rendered against them thereon, or that said surety shall be liable in their place; otherwise this bond to be null and void.

Signed with our hands, and sealed with our seals, this 9th day of May, 1844, at Richmond, Parish of Madison.

A. INGRAHAM, [SEAL.]
H. H. GROVES, [SEAL.]

Witness:
H. H. STRAWBRIDGE.

Form of bond approved.

DUNLAP,
For Plaintiff.

Indorsed: 666 & 667; Deft's Appeal Bond; Appeal Bond; Filed May 9th, 1844. J. W. Couch, D'y Cl'k.

Petition for Appeal.

Ninth Judicial District Court.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } Nos. 666 & 667.

To the Honorable Judge of the Ninth Judicial District Court:

The petition of A. Ingraham and G. Read, assignees intervening, respectfully shows, that there is error in the verdict and judgment rendered against them in the present suit, whereby they are greatly injured. Wherefore they pray leave to take a devolutive appeal on complying with the formalities of law.

H. H. STRAWBRIDGE,
For Intervenors.

Service accepted.

J. DUNLAP,
For Plaintiff.

Order.

Let an appeal be granted, according to the prayer of the petitioner, returnable to the Supreme Court, Western District, at Alexandria, on the first Monday in October next, 1844, the defendant giving bond in the sum of one hundred dollars, with H. H. Groves as surety.

E. K. WILLSON,
Judge Ninth District.

May 9th, 1844.

Indorsed: 666 and 667. J. R. Marshall *v.* Grand Gulf Rail Road and Banking Company. Intervenors' Appeal. Filed, May 9th, 1844. S. Anderson, Clerk.

Appeal Bond.

Know all men by these presents, that we, Alfred Ingraham and George Read, assignees of the Grand Gulf Rail Road and Banking Company, as principals, and H. H. Groves as surety, are held and firmly bound unto John R. Marshall, in the sum of one hundred dollars, conditioned as follows:

Whereas, A. Ingraham and G. Read, assignees, &c. &c., have appealed from a certain final judgment, rendered against them on the day of May, 1844, in the Court of the Ninth Judicial District, State of Louisiana, entitled, J. R. Marshall *v.* Grand Gulf Rail Road and Banking Company, Nos. 666 and 667 of the docket. Now, the condition of this bond is such, that if said appellant shall prosecute their appeal, and satisfy whatever judgment may be rendered against them thereon, or that said surety shall be liable in their place; otherwise the bond to be null and void.

Signed with our hands and sealed with our seals, this 9th day of May, 1844, at Richmond, Parish of Madison.

ALFRED INGRAHAM, [SEAL.]
For self and Geo. Read, Assignees.
H. H. GROVES, [SEAL.]

Witness,
H. H. STRAWBRIDGE.

Indorsed: 666 and 667. Intervenors' Appeal. Bond filed, May 9th, 1844. J. W. Couch, Deputy Clerk.

Minutes.

On the 17th day of November, 1845, the following entry was made on the minutes of the Court, pages 186, 187, and 188 of Book B.

JOHN MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 and 667.

On motion of James J. Amonett, Esq., counsel for appellee, it is ordered by the Court, that the mandate of the Supreme Court, in this case, be spread upon the minutes of this Court, and that execution issue thereon; and it is in the words and figures as follows, to wit:

Appeal from the Ninth Judicial District Court, Parish of Madison.

The plaintiff sues to recover a sum, over four thousand dollars, the amount of a number of bank notes issued by the defendants, an incorporated bank of the State of Mississippi; the suit commenced by

attachment, but the defendants appeared by counsel, and answered by a general denial, and by averring that none of their property had been attached.

Thereupon, Ingraham and Read, residing in the State of Mississippi, intervened, and alleged in their petition, that by an act duly executed in that State, in the month of February, 1842, and by subsequent acts, the defendants conveyed and transferred to them, as assignees, for the use and benefit of all the creditors of said defendants, their whole property, including that attached in this case; all which, upon the institution of this suit, was delivered to them, as the plaintiff and the garnishees were well informed; they, therefore, oppose the plaintiff's demand, and claim the property attached.

The plaintiff answered the petition of intervention by denying generally the allegations therein, and they aver that by the laws of the State of Mississippi, where the bank was chartered and is located, all banks are by law prohibited from assigning any evidence by indebtedness; and they deny that the intervenors have, by virtue of the assignment made to them, any interest or title to or in the property in dispute in this suit. That the assignment is illegal, void, and made in bad faith, on the part of the bank, for the purpose of defrauding a portion of their creditors and of favoring others. The deed of assignment purports to convey, transfer, set over, and assign to the intervenors all the property, rights, and credits whatever belonging to the corporation, except certain notes and bills set forth in a schedule, amounting to about $4400, which are reserved. The assignment is believed to be in the usual form, and for the uses and trusts set forth in the petition of intervention.

It is contended that this assignment is void on two grounds, first, because, by a statute of the State of Mississippi, passed in 1840, which we had occasion to consider, in the case of Hyde & Goodrich *v.* The Planters' Bank of M., and again, at the present term, in the case of Williams *v.* The Planters' Bank et al., the banks of that State are forbidden to transfer and assign their notes, bills, or other evidences of debts; and, secondly, because it gives illegal and preferences, and is in fraud of the rights of creditors, we shall consider the question only under the first aspect here presented, to wit: whether the act of 1840 prohibits a general assignment by a bank, so far, at least, as concerns its chose in action.

We are not aware that the courts of our sister and neighboring State have pronounced upon this question; we are, therefore, left without their aid in deciding upon the extent to which the act alluded to takes away the right of banking corporations to make a general assignment. In order to come to a conclusion satisfactory to our own minds upon this point, it is proper to consider together the law of that State, applicable, it is believed, to all banking corporations, and which has been incorporated in the amendment of the charter of the bank now before us, that they shall at all times be

obligated to redeem their notes in specie, and receive them in payment of all demands, and that which absolutely forbids them to assign and transfer their notes, or other evidences of debts due to them, passed since the general discomfiture of those institutions; when viewed together, these positive provisions of law clearly indicate the policy of the State to be to modify, so far as relates the banks, the general rule of law, that the assignee takes the debt or credit transferred, subject to any equity which existed previous to notice of such assignment.

Those institutions had flooded the country with paper money, which they were no longer able to redeem, and if permitted to transfer or assign their portfolios so as to enable their assignee to recover and be paid in gold or silver, unless the debtor could show that he had the notes of the bank so assigning, before notice, according to the general rule, it would have entitled great losses on the people, and at the same time enabled the bank to pay their depositors, or other favored creditors, in preference to their circulation. The remedy would not have been so extensive with the mischief, if while the assignment of a particular chose in action was forbidden, it had been permitted to make a general assignment of all they possessed of that species of property. The right to make such general assignment, according to the law in Mississippi, as we understand it, implies the right, on the part of the corporation, in common with the debtors in failing circumstances, to discriminate between different classes of creditors. Now, although according to the tenor of this assignment, a fair distribution may have been contemplated, and provision made for receiving the notes of the bank in payment, according to the pretensions of the bank, they had a right yet to make a general assignment like any other *other* debtor. The statute forbidding the assignment goes further than we have found it necessary to go. It declares that the assignee cannot maintain any action on an assignment, but that it shall be sufficient ground in abatement. If the promissory note of A, transferred by the bank, would not become the property of the assignee, so as to enable him to maintain an action upon it, we cannot perceive how it would become valid by a simultaneous transfer of all the other choses in action belonging to the assignor, and authorize each assignee to maintain an action upon it. The prohibition appears to us to apply to each and every chose in action, whether assigned separately or in mass, and while it leaves the banks the right to recover at law, in suits in their own names, it does not impair the right which each debtor of the bank has to pay at all times, in the currency which they have put in circulation as money, respectively.

The judgment of the District Court was against the intervenors, and the plaintiff recovered the amount sued for, and the intervenors and the bank appealed.

In this Court the defendants and the intervenors plead the pre-

scription of one year, in support of the assignment made by the Grand Gulf Rail Road and Banking Company to the intervenors.

The prescription upon which the appellant rely, is that which has the revocatory action after the lapse of one year. But in the case now before us, the assignees seek to avail themselves of the assignment by way of intervention, and thereby become plaintiffs or actors; and the illegality or fraudulent character of the contract is set up by way of exception. It is precisely as if the intervenors had sued as assignees, and the defendant had pleaded the nullity or fraud. Now, although the direct action might be prescribed and barred in one year, yet at whatever period this party seek to enforce such a contract, the exception will avail him against whom it is sought to be enforced. *Jude temporalia sunt ad agendum perpetua sunt ad excipiendum.* Until the contract alleged to be fraudulent is sought to be enforced, the party affected has no interest in opposing it. We had occasion to consider this maxim, and its proper application, in the case of Delahoussaye *v.* Dumartrait, 16 L. R. It has been applied in numerous cases where the vendors of slaves sue to recover the price, and the defence of redhibitory vices or defects has been permitted long after the direct redhibitory action had been prescribed. The plea is, therefore, overruled. It is further contended, by the counsel for the appellants, that the act of 1840, forbidding the transfer of choses in action, only gives to the *debtor*, when sued by the assignee, the right to cause the action to abate upon his plea, by showing in evidence, upon the trial, that the same was so transferred, and that the *creditors* of the bank have no right to set up such a ground of defence. But we are of opinion that the first clause of the act containing the prohibition is not controlled by the second one, which indicates the plea, which will avail the debtor, when sued by the assignee, for the recovery of the debt. If the credit did not pass by the assignment, a creditor who has levied an attachment upon it, may well plead the illegality of the transfer by which his privilege is sought to be defeated.

The judgment of the District Court is, therefore, affirmed, with costs.

Clerk's Office of the Supreme Court for the Western District of the State of Louisiana, at Alexandria.

I hereby certify the foregoing to be a true copy of the opinion and judgment in the above recited case, as taken from the original in this office.

In testimony whereof, I hereunto set my hand and [SEAL.] affix the seal of the said Court, this 29th day of October, A.D. 1845.

M. M. ARIAIL,
D'y Cl'k.

Indorsed: Marshall *v.* The Grand Gulf R. R. Co., No. 1206. Filed 17th Nov. 1845. John T. Mason, Clerk.

Minutes.

17th Nov. 1845, page 188.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 & 667.

Allen Pierse appointed to represent the bank.

Execution.

State of Louisiana.

Parish of Madison, Ninth District Court.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666 & 667.

The State of Louisiana and said Court, to the Sheriff of the Parish of Madison, greeting:

We command you, that by seizure and sale of the property, real and personal, rights and credits, of the Grand Gulf Rail Road and Banking Company, in the manner prescribed by law, you cause to be made the sum of four thousand three hundred and ninety-five dollars and cents, debt; with interest thereon at the rate of eight per cent. per annum, until paid, on the sum of twenty-three hundred and twenty dollars, from 8th of May, 1838, and the like rate of interest on sixteen hundred and fifty dollars, from the 4th day of January, 1841; and five per cent. on three hundred and fifty dollars, from the 4th January, 1841; and five per cent. on seventy-five dollars, from 8th May, 1838; and also the sum of eighty-nine dollars and thirteen cents, costs of suit, as well as the cost of this writ and the service hereof, to satisfy a judgment, rendered in our said District Court, on the ninth day of May, A.D. 1844, in favor of the said John R. Marshall, and against the said Grand Gulf and Rail Road Banking Company, as aforesaid. And how you shall have executed this writ, make return in seventy days. Herein fail not.

Witness the Honorable Thomas Curry, Judge of said Court, and the seal thereof, this eighth day of December, one thousand eight hundred and forty-five.

JOHN T. MASON,
Clerk of said.

[SEAL.] By STEPHEN LEE,
Deputy Clerk.

Returned.

Received on the 8th day of December, 1845, and executed on the

9th day of the same month and year, by Jacob C. Seale, late sheriff, by seizing and taking into his possession all the right, title, and interest of the defendants, the Grand Gulf Rail Road and Banking Company, in and to all the suits, notes, bills, judgments, mortgages, privileges, and liens, appertaining thereto, mentioned and fully described in the notice of seizure and advertisement, hereto annexed and made a part of this Return, and after having advertised the same for the space of thirty days, by posting up advertisements and notices of said sale according to law, viz., Millikin's Bend, New Carthage, and Richmond, announcing that said sale to take place on the first Saturday in April, 1846, being the 4th day of said month, I, George W. Parkington, Sheriff, did on the said first Saturday of April, 1846, at the court-house door, in the town of Richmond, Parish of Madison, La., the time, place, and hour of sale designated in said advertisement, did offer at public auction, to the highest bidder for cash, all the right, title, and interest of said defendants, the Grand Gulf Rail Road and Banking Company, in and to all the suits, notes, bills, judgments, mortgages, privileges, and liens as aforesaid, mentioned and described in said notice of seizure and the sheriff's sale, hereto annexed for reference, and made a part hereof; and John R. Marshall, by his attorney, J. J. Amonett, Esq., being present, bid for all said property, rights, credits, &c., the sum of seven thousand five hundred and three $\frac{00}{100}$ dollars, which being the highest bid or offer made, and being more than two-thirds of the appraised value thereof, I, the said Sheriff, adjudicated the said described property to the said John R. Marshall, at and for said price, and the said J. J. Amonett, the attorney of said Marshall, authorized me, the said Sheriff, to credit this writ to the extent of the debt, principal, interest, and costs, and the remainder of said bid I, said Sheriff, applied to an execution in favor of said Marshall, issued at his suit against said defendants, from the District Court, Parish of Tensas, No. 11.

Richmond, La., 6th April, 1846.

G. W. PARKINGTON,
Sheriff.

By GIPSON C. BETTIS,
Deputy.

Indorsed: 666 and 667. Ninth District Court, Parish of Madison, John R. Marshall *v.* Grand Gulf Rail Road and Banking Company. Debt $4395 00, interest on $2320 00, from 8th May, 1838, @ 8 per cent.; interest on $1650 00, from 4th of January, 1841, @ 8 per cent.; interest on $350 00, from 4th of January, 1841, @ 5 per cent.; interest on $75 00, from 8th May, 1838, @ 5 per cent. Clerk's fees $44 13, Sheriff's fees $25 00, tax fee, two cases, $20 00. Increase writ and return, filed July 19th, 1848. John T. Mason, Clerk. By V. B. Bell, D'y.

Notice of Seizure.

State of Louisiana, Ninth District Court, Parish of Madison.

JOHN R. MARSHALL
v.
THE PRESIDENT AND DIRECTORS OF THE GRAND GULF R. R. & BG. CY. } No. 666 and 667.

To the President and Directors of the Grand Gulf Rail Road and Banking Company.

Please take notice, that I have this day, by virtue of a writ of fieri facias to me directed, in the above-styled suit, from the Ninth District Court, Parish of Madison, levied upon all your right, title, interest, and demands in and to the following described property, to wit:

1st. A note, dated Grand Gulf, February 22d, 1838, due 370 days after the 15th May, 1838, for the sum of $12,000, signed by Moses Groves, John Grissum, P. Briscoe, and W. Briscoe, and payable to you, together with all your right, title, and interest in and to a certain judgment, rendered on said note against Moses Groves, on the 21st May, 1841, for the amount of said note and interest, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Moses Groves, No. 247, Ninth District Court, Parish of Madison.

2d. A note, dated Port Gibson, January 15th, 1836, due 12 months after date, to the order of Hoopes & Bogart, for $10,638 $\frac{23}{100}$, signed by Moses Groves, and indorsed by Hoopes & Bogart and others, together with all your right, title, and interest in the judgment rendered against Moses Groves, on the 21st May, 1841, for $10,638 $\frac{23}{100}$ in the suit styled Grand Gulf Rail Road and Banking Company *v.* Moses Groves, No. 248, in the 9th District Court, Parish of Madison.

3d. A judgment, rendered on the 3d June, 1841, against Jesse Stanborough, for $2913, in the suit styled Grand Gulf Rail Road Banking Company *v.* Jesse Stanborough, No. 262, 9th District Court, Parish of Madison.

4th. A judgment, rendered on the 20th May, 1842, against Jesse Stanborough, for $9075, in the suit styled Grand Gulf Rail Road and Banking Company *v.* Jesse Stanborough, No. 268, 9th District Court, Parish of Madison.

5th. A judgment, rendered on the 21st May, 1841, against Susan Bettis et al., for $2750, in the suit styled Grand Gulf Rail Road and Banking Company *v.* Susan Bettis et al., No. 347, 9th District Court, Parish of Madison.

6th. A bill of exchange for $4000, filed in the suit styled Grand Gulf Rail Road and Banking Company *v.* N. Barnes, No. 379, and

the judgment rendered thereon, at the May term, 1844, against said Barnes, in the 9th District Court, Parish of Madison.

7th. A note, dated Grand Gulf, 7th February, 1839, due 12 months after 14th day of March, 1839, in your favor, for $17,200 00, signed by Jesse Stanborough, Moses Groves, and J. M. Wilkinson, and the judgment rendered thereon, against Jesse Stanborough, on the 3d day of June, 1841, for $17,400, in the suit styled Grand Gulf Rail Road and Banking Company *v.* Jesse Stanborough et al., No. 263, 9th District Court, Parish of Madison.

8th. A judgment, rendered against James Graham and William Curry, on the 19th May, 1841, for $3404 00, in the suit styled Grand Gulf Rail Road and Banking Company *v.* James Graham et al., No. 261, 9th District Court, Parish of Madison.

9th. A note in your favor, dated Port Gibson, December 28th, 1837, due on the 10th March, 1839, for $7,200 00, signed by Joseph H. Moore & Co., Moore, Boroughs & Co., Moses Groves, and Summers & Watts, together with the judgment rendered thereon against Moses Groves, on the 3d June, 1841, in the suit styled Grand Gulf Rail Road and Banking Company *v.* Moses Groves, No. 359, 9th District Court, Parish of Madison.

10th. A balance due on a note, dated Grand Gulf, 7th February, 1838, in your favor, due four months after date, for $1740 00, and signed by E. T. Nowlen, James Graham, and Daniel McEacham, and the judgment rendered thereon against Elias T. Nowlan, on the 1st day of December, 1843, in suit styled Grand Gulf Rail Road and Banking Company *v.* E. T. Nowlen et al., No. 342, 9th District Court, Parish of Madison.

11th. A balance of $2466 29, due on a note of $5500, dated Grand Gulf, 7th February, 1838, in your favor, due four months after date, signed by J. H. and A. R. Adkins, Daniel McEachran, and Muir, Moore & Co., and the judgment rendered thereon against Joseph H. Moore, on the 3d June, 1841, in suit styled Grand Gulf Rail Road and Banking Company *v.* J. H. and A. R. Adkins et al., No. 343, 9th District Court, Parish of Madison.

12th. A balance of $565 ^{31}, due on a note for 1600 00, dated Grand Gulf, April 26th, 1838, due four months after date, in your favor, signed by J. H. and A. R. Adkins, G. Deahl, and Moses Groves, and the judgment rendered thereon, on the 3d June, 1841, against Moses Groves and George Deahl, in suit styled Grand Gulf Rail Road and Banking Company *v.* J. H. and A. R. Adkins et al., No. 346, 9th District Court, Parish of Madison.

Together with all the notes, bills, &c., filed in all the aforesaid suits, with all the interest accrued and to accrue, and all the rights of actions, privileges, mortgages, &c., attached thereto.

To pay and satisfy plaintiff's judgments in the above-styled suits, the amount of which is four thousand three hundred and ninety-five dollars, and interest on $2320, from the 8th May, 1838, @ 8 per

cent.; and interest on $1650, from the 4th January, 1841, at 8 per cent.; and interest on $350 00, from 4th January, 1841, @ 5 per cent.; and interest on $75 00, from 8th May, 1838, @ 5 per cent.; also the sum of ninety dollars and twenty three cents cost, as well as the cost of this proceedings, and unless the same is paid within three days from the service hereof, I shall proceed to advertise and sell according to law; and you are further notified, to attend and appoint your appraiser of said property, if you see proper so to do; the sale of which will take place on the first Saturday of February, being the 7th day of said month, A. D. 1846, at the door of the court-house in this parish, Parish of Madison, La., December 9th, 1845.

J. C. SEALE,
Sheriff of the Parish of Madison, La.

Return.

Received, 16th December, 1845, and on the same day served copy of the within notice of seizure on Mr. H. H. Strawbridge, the counsel of defendant, in person, returned 16th December, 1845, for D. Augustine, Sheriff, A. Trepagnier, Deputy Sheriff, P. O.

Indorsed: 666 and 667, J. R. Marshall *v.* Grand Gulf Bank.

Appraisement.

State of Louisiana, Ninth District Court, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 & 667.

We, the undersigned appraisers, chosen and sworn to appraise the following described notes and judgments, as described in the advertisement.

1st.	Note and Judgment for	$12,000	$3,800	$2,534 66
2d.	" "	90,638 43	1,600	1,050 00
3d.	" "	9,075	907 50	605 00
4th.	" "	2,913	291 30	194 20
5th.	" "	2,750	920	673 34
6th.	Bill of exchange,	4,000	400	266 43
7th.	Note and judgment,	17,400	1,740	1,160 00
8th.	" "	3,204	320 40	213 60
10th.	" "	1,740	250	166 67
11th.	Note,	5,500	900	600 00
12th.	"	1,600	60	40 00
			$11,129 20	890 00

Say that they are worth the amounts set opposite to each of them. Richmond, Louisiana, April 4th, A. D. 1846.

STEPHEN LEE,
A. PIERSE.

Sworn and subscribed before me, on the day and date above mentioned.

GIPSON C. BETTIS,
Deputy.

Indorsed: 666 and 667. Appraisement.

Sheriff's Transfer.

State of Louisiana, Parish of Madison.

Be it remembered, that I, George W. Parkington, Sheriff of the Parish of Madison, State of Louisiana, by virtue of a writ of fieri facias, to me directed, from the Ninth District Court, Parish of Madison, La., in the suit styled John R. Marshall *v.* Grand Gulf Rail Road and Banking Company, No. 666 and 667, did seize all the right, title, and interest of the defendants, Grand Gulf Rail Road and Banking Company, in and to the following described property, to wit:

1st. A note, dated Grand Gulf, Feb. 22, 1838, due 370 days after the 15th May, 1838, for the sum of twelve thousand dollars, signed by Moses Groves, John Grishem, P. Briscoe, and W. Briscoe, and payable to said bank, together with the judgment rendered thereon against Moses Groves, on the 21st May, 1841, for the amount of said note and interest, at the suit of the Grand Gulf Rail Road and Banking Company *v.* Moses Groves, No. 247, Ninth District Court, Parish of Madison, La.

2d. A note, dated Port Gibson, January 15th, 1836, due twelve months after date, to the order of Hoopes & Bogart, for ten thousand six hundred and thirty-eight $\frac{43}{100}$ dollars, signed by Moses Groves, and indorsed by Hoopes & Bogart, and others, together with the judgment rendered thereon against Moses Groves, on the 21st May, 1841, for the amount of said note and interest, at the suit of the Grand Gulf Rail Road and Banking Company *v.* Moses Groves, No. 248, Ninth District Court, Parish of Madison, La.

3d. A judgment, rendered on the 3d June, 1841, against Jesse Stanbrough, for two thousand nine hundred and thirteen dollars, at the suit of the Grand Gulf Rail Road and Banking Company *v.* Jesse Stanbrough, No. 262, Ninth District Court, Parish of Madison, La.

4th. A judgment, rendered on the 20th May, 1842, against Jesse Stanbrough, for nine thousand and seventy-five dollars, with interest, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Jesse Stanbrough, No. 268, Ninth District Court, Parish of Madison, La.

5th. A judgment, rendered on the 21st May, 1841, against Susan Bettis et al., for two thousand seven hundred and fifty dollars, with interest, at the suit of the Grand Gulf Rail Road and Banking Com-

pany *v.* Susan Bettis et al., No. 347, Ninth District Court, Parish of Madison, La.

6th. A bill of exchange for four thousand dollars, filed in the suit of the Grand Gulf Rail Road and Banking Company *v.* N. Barnes, No. 379, together with judgment rendered thereon for said amount, with interest, against said Barnes, at the May term of Court, 1844, Ninth District Court, Parish of Madison, La.

7th. A note, dated Grand Gulf, 7th February, 1839, due twelve months after the 14th March, 1839, in favor of said bank, for seventeen thousand four hundred dollars, signed by Jesse Stanbrough, Moses Groves, and J. M. Wilkinson, together with judgment rendered thereon against Jesse Stanbrough, on the 3d June, 1841, for said amount, with interest, at the suit of the Grand Gulf Rail Road and Banking Company *v.* Jesse Stanbrough et al., No. 263, Ninth District Court, Parish of Madison, La.

8th. A judgment, rendered on the 19th May, 1841, against James Graham and William Curry, for three thousand two hundred and four dollars, with interest, at the suit of the Grand Gulf Rail Road and Banking Company *v.* James Graham et al., No. 261, Ninth District Court, Parish of Madison, La.

10th. A balance, due on a note, dated Grand Gulf, 7th Feb., 1838, in favor of said bank, due four months after date, for seventeen hundred and forty dollars, signed by E. T. Nowland, James Graham, and Daniel McEucham, together with the judgment rendered thereon, on the 1st day of December, 1843, against Elias T. Nowland, for said amount and interest, at the suit of the Grand Gulf Rail Road and Banking Company *v.* E. T. Nowland et al., No. 342, Ninth District Court, Parish of Madison, La.

11th. A balance, due on a note for five thousand five hundred dollars, dated Grand Gulf, 7th Feb., 1838, in favor of said bank, due four months after date, signed by J. H. & A. R. Adkins, Daniel McEacham, and Muir, Moore & Co., together with the judgment rendered thereon the 3d June, 1841, against Joseph H. Moore, at the suit of the Grand Gulf Rail Road and Banking Company *v.* J. H. & A. R. Adkins et al., No. 343, Ninth District Court, Parish of Madison.

12th. A balance of five hundred and sixty-five dollars 31 cents, due on a note for sixteen hundred dollars, dated Grand Gulf, April 26th, 1838, due four months after date, in favor of said bank, signed by J. H. & A. R. Adkins, G. Deahel, and Moses Groves, together with the judgment rendered thereon, on the 3d June, 1841, against Moses Groves and George Deahell, for said amount and interest, at the suit of the Grand Gulf Rail Road and Banking Company *v.* J. H. & A. R. Adkins et al., No. 346, Ninth District Court, Parish of Madison, La.

Together with all benefits of privileges and mortgages to which

said defendants were entitled to; and after giving due notice of said seizure, as required by the law, advertised the same for sale, by posting advertisements and notices of sales, at three public places in this parish, for the space of thirty clear days next preceding the day of sale, viz., at New Carthage, Richmond, and Millikin's Bend, and on the first Saturday of April, being the 4th day of said month, A. D. 1846, after causing said property to be appraised, proceeded to offer the same for cash at public auction to the highest bidder, at the door of the court-house, in the town of Richmond, in this parish, and sold the same to John R. Marshall, the first described note and judgment, No. 247, Ninth District Court, Parish of Madison, for two thousand five hundred and thirty-four $\frac{66}{100}$ dollars. The second described note and judgment, No. 248, Ninth District Court, Parish of Madison, for one thousand and fifty dollars. The third described note and judgment, No. 262, Ninth District Court, Parish of Madison, for six hundred and five dollars. The fourth described note and judgment, No. 268, Ninth District Court, Parish of Madison, for one hundred and ninety-four $\frac{21}{100}$ dollars. The fifth described note and judgment, No. 347, Ninth District Court, Parish of Madison, for six hundred and seventy-three $\frac{34}{100}$ dollars. The sixth described note and judgment, No. 379, Ninth District Court, Parish of Madison, for two hundred and sixty-six $\frac{43}{100}$ dollars. The seventh described note and judgment, No. 263, Ninth District Court, Parish of Madison, for eleven hundred and sixty dollars. The eighth described note and judgment, No. 261, Ninth District Court, Madison Parish, for two hundred and thirteen $\frac{60}{100}$ dollars. The tenth described note and judgment, No. 342, Ninth *Ninth* District Court, for Parish of Madison, for one hundred and sixty-six $\frac{67}{100}$. The eleventh described note and judgment, No. 343, Ninth District, for Parish of Madison, for six hundred dollars. The twelfth described note and judgment, No. 346, Ninth District Court, for Parish of Madison, for fifty dollars.

John R. Marshall purchased all the aforesaid notes and judgments, all of which sums were the last and highest bid or offer made for the same, and being two-thirds of their appraised value.

Wherefore, in virtue of the premises herein set forth, and of the law in such cases made and provided, and for and in consideration of the price above described, I, George W. Parkington, Sheriff as aforesaid, do hereby sell, transfer, and convey unto John R. Marshall, all the rights, title, and interest of the defendant, the Grand Gulf Rail Road and Banking Company, in and to the property hereinbefore described, to have and to hold the same unto the said John R. Marshall, his heirs, and assigns forever.

In testimony whereof, I have hereunto set my hand, in the Parish of Madison aforesaid, in presence of Isaac Owen and Charles Good-

win, competent witnesses, who have signed with me, the said sheriff, this sixth day of April, A. D. eighteen hundred and forty-six.

G. W. PARKINGTON,
Sheriff.

ISAAC OWEN,
CHARLES GOODWIN.

Recorded April 6th, 1846.

CHARLES GOODWIN,
Deputy Clerk.

Clerk's Certificate.

State of Louisiana, Parish of Madison, Tenth District Court.

CLERK'S OFFICE.

I do certify, that the foregoing is a true copy from originals in this office. Witness, my signature and impress of the seal of said Court, the first day of February, A. D. 1849.

JOHN T. MASON, [SEAL.]
Clerk.

Exhibit B.

Filed, with answer of Marshall, 6th May, 1850.

Transfer of Judgments, &c., by John R. Marshall to H. Groves, Adm'r, and Josiah Stanbrough.

State of Louisiana, City of New Orleans.

Be it known, that on this seventeenth day of February, in the year of our Lord one thousand eight hundred and forty-seven, and of the Independence of the United States of America the seventy-first, before me, David S. McCay, a notary public in and for the Parish and City of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, personally came and appeared Mr. John R. Marshall, of this city, who declared, that, for the consideration hereinafter expressed, he does, by these presents, sell, transfer, assign, and set over, unto Horace Groves, administrator of the estate of Moses Groves and Josiah Stanbrough, all of the Parish of Madison, in this State, all the right, title, property, interest, claim, and demand of him, the said John R. Marshall, in and to all the judgments, notes, bills, rights of action, and credit, privileges, and mortgages, which he acquired by purchase at a judicial sale made by the sheriff of the Parish of Madison on the fourth day of April, eighteen hundred and forty-six, by virtue of a writ of fieri facias to him directed by the Honorable, the Ninth District Court, Parish of Madison, Louisiana, in the suit, styled John R. Marshall v. The Grand Gulf Rail Road and Banking Company, Nos. 666 & 667, as per Sheriff's deed, bearing date the sixth of April, 1846, and recorded in the office of the clerk of said Court in Sheriff's Transfer Book, and pages 211 to 213, on the same day, the said judgments, notes, bills, &c., being

fully described and detailed in said Sheriff's deed, which is hereby referred to by the parties for a description thereof.

This sale and transfer is made for and in consideration of the price and sum of thirteen thousand dollars, payable in the manner following, to wit: The sum of six thousand five hundred dollars, in cash, which the said purchasers have paid unto the said vendor who hereby acknowledges the receipt thereof, and grants full acquittance for the same; and the balance, being the sum of six thousand five hundred dollars in bills receivable, which the said purchasers have delivered to the said vendor, who hereby acknowledges the receipt thereof.

It is further made with the express stipulation and condition, that the said John R. Marshall shall not be bound by the vendor's warranty of title; and that he does not make this sale and transfer with any warranty whatever, except against the acts of himself, and his heirs; but he merely puts said purchasers in his place and stead, as proprietors of the said judgments, &c., in the same manner as if they had purchased the same directly at the said judicial sale made thereof, and not from him, the said John R. Marshall; hereby subrogating said purchasers to all his rights and actions of warranty under said judicial sale.

The said purchasers being herein represented by Alonzo Snyder, Esquire, of the said Parish of Madison, then duly recognized agent, who is present, and accepts this act of transfer in behalf of said purchasers, their heirs, or assigns.

Thus done and passed in my office, at the City of New Orleans aforesaid, in the presence of Jesse H. Gillmore and Charles Lemaitre, both of this city, competent witnesses, who have hereunto signed their names with the said appearers and me, the said notary.

The original is signed,

JNO. R. MARSHALL,
ALONZO SNYDER,
Att'y and Agent for Josiah Stanbrough and Horace H. Groves, Adm'rs, &c.
DAVID S. McCAY,
Not. Pub.

J. H. GILLMORE,
C. LEMAITRE.

I certify the foregoing to be a true copy of the original extant in my office.

In faith whereof, I grant these presents under my signature and seal of office. New Orleans, this 18th of February, 1847.

DAVID S. McCAY, [SEAL.]
Not. Pub.

(Indorsed.)

State of Louisiana, Parish of Madison.

Recorded in Notarial Record Book B, pages 537 and 538.

[SEAL.] Witness my signature and official seal, this 23d March, A.D. 1847.

J. C. SEALE,
Recorder.

Minutes.

April Term, A.D. 1850.

New Orleans, Monday, 24th June, A.D. 1850, Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge; Absent, Hon. John McKenley, Presiding Judge.

1752. Alfred Ingraham *v.* H. H. Grove's Adm'r et als.
1753. Same *v.* Jesse Stansbrough, et als.
1754. Same *v.* Graham & Curry et als.
1755. Same *v.* Stansbrough, Graham & Douglass.
1788. Same *v.* Nicholas Barnes et als.
1789. Same *v.* Susan Bettis et als.
1790. Same *v.* Nolen Graham et als.

On motion of Messrs. Strawbridge, Prentiss, and Finney, solicitors for complainants, and on reading the second amended and supplemental bill prepared herein, making new parties, and it is ordered that the complainant have leave to file the same, and that George Read be joined with him as a party complainant in this suit, and be bound by and have the benefit of the proceedings herein, and that the defendants do appear and answer as prayed for.

Second Amended and Supplemental Bill.

Filed 28th June, 1850.

In the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana.

ALFRED INGRAHAM
v.
HORACE H. GROVES, Adm'r, et al. } No. 1752.

To the Honorable Judges of the Circuit Court of the United States for the Eastern District of Louisiana.

Alfred Ingraham, a citizen of the State of Mississippi, brings this his second amended and supplemental bill of complaint against Horace Groves, administrator of the succession of Moses Groves, and John R. Marshall and Josiah Stanbrough, all citizens of the State of Louisiana, and residing within the jurisdiction of this Honorable Court. And he says by way of recital:

That on the second day of December, 1848, he exhibited in this Hon. Court his original bill in the above entitled suit for the purpose of receiving from said Horace the amount of two certain judgments still unsatisfied, unreversed, and in full force, which were rendered by the Ninth Judicial District Court, in and for the Parish of

Madison, in this State, against said Moses Groves, in his lifetime, one in case number 247 of said Court for 12,000 dollars with 8 per cent. interest thereon, yearly, from the 23d of May until paid, and costs, and the other in case number 248 of said Court, for 10,638 dollars and forty-three cents, with eight per cent. interest thereon, yearly, from the 12th of December, 1839, until paid, and costs; both rendered in favor of a certain body corporate, styled the President and Directors of the Grand Gulf Rail Road and Banking Company, established in the State of Mississippi by the laws thereof, averring also that said corporation did, by a deed of assignment, in trust for certain purposes therein mentioned, bearing date the 10th day of February, 1842, to and for the said judgments to your orator, and one John Lindsay, and to the survivor of them, and the assigns of such survivor, which assignment they accepted, that on or about the 14th day of November, 1842, said Lindsay died, whereby said trust and assigned property devolved on your complainants, &c. &c.

That on the 18th day of February, 1850, your orator filed his amended and supplemental bill, showing that, by virtue of a judgment rendered on or about the day of , 18 , by the Circuit Court of Claiburn County, in the State of Mississippi, a court of competent jurisdiction, and which judgment is still in full force, the said corporation had forfeited its charter and franchises, and ceased to have any legal existence, whereby your orator was and is deprived of the use of its name for purposes of suit and for the enforcement and collection of said two judgments; that said Marshall had, in or about the month of June, 1843, instituted certain proceedings in the 9th Judicial District Court, for the Parish of Madison aforesaid, and had obtained judgment against said Company for a certain sum of money, and by virtue of a pretended seizure, execution, and sale, made in said proceedings, falsely claims and pretends to be the true and lawful owner of said two judgments against said Moses, and denies your orator's title thereto, although said judgments had long previously been assigned and delivered to your orator and said Lindsay, as said Moses and Horace well knew and were informed before any seizure or sale thereof by said Marshall; that said Horace and Marshall were combining and colluding to wrong and defraud your petitioner of his rights to said two judgments; that your orator was equitable owner thereof, and entitled to collect the same; that said Marshall had received money thereon or therefor, and was liable to account to your orator, as trustee, for the sums or property so received. That your orator was without remedy at law; the whole with meet, apt, and proper words, statements and charges, and appropriate prayers for relief. And your orator, for greater certainty, and to spare prolix recital, refers to said original and amended and supplemental bills, and to the exhibit therewith filed.

And by way of amendment and supplement, your orator now

shows that, after the death of said Lindsay, your orator, with the consent and assistance of said corporation, his assignor, and in order to supply said Lindsay's place, and more effectually carry out the objects and purposes of said trust, did, in virtue of sufficient authority thereby conferred by an additional deed of assignment, bearing date the 31st day of December, 1842, associate with himself one George Read, a citizen of the State of Mississippi, which assignment being then duly accepted, your orator and said Read became, and remain by virtue thereof, the equitable owners of the property thereby conveyed, including said two judgments against said Moses; of which assignment said Moses and Horace well knew and had notice, and a copy of said assignment is filed in suit No. 1730 of this Court, and prayed to be taken as part of this amended and supplemental bill (see post, p. 239); that the solicitors of your complainant, who are also solicitors of said Read, omitted to associate him with your orator as a party complainant in this suit, which is in reality for the benefit of both, but that said Read is now willing and desirous so to be made a party, as it is fitting and advisable that he should be, and to be bound and benefited thereby. And your orator, by way of further amendment and supplement, shows that it now appears, by the answer of said Marshall to certain interrogatories, in said first amended and supplemental bills propounded, that in consideration of the sum of thirteen thousand dollars to him paid by said defendants, Horace, administrator, &c., and Josiah, he had, by deed before David L. McCay, Notary Public in and for the Parish of Orleans, and bearing date the 17th day of February, 1847, sold and conveyed to them, among other property, to your orator and said Read really belonging as aforesaid, the said two judgments against said Moses Groves; but that at and before the time of said purchase, said Horace and Josiah well knew and had notice that said judgments had been duly assigned and delivered, and were claimed by your orator, and said Read has already set forth, that said Josiah, as your complainant verily believes and charges, has, in virtue of his pretended title thereto, released or transferred said judgment to said Groves, or to others to your orator unknown, or received money or other property thereon or therefor; but your orator does not know how or when the same was so released or transferred, or said sum received, nor to or from whom, and that said Josiah is liable, as trustee, to account therefor to your orator and said Read.

And your orator, by way of further amendment and supplement, charges that all the defendants aforesaid, combining and colluding together to defraud and injure your orator and said Read, do pretend and assert that said Horace and Josiah, by virtue of their said purchase, became the true and lawful owners of the said judgments against said Moses Groves, and that your orator and said Read are not equitable owners thereof, and have no right, title, or interest therein, the contrary of all which assertions and pretences your

orator avers to be true; and that by reason of said combination and collusion, and of the matters shown in this and in your orator's original, and his first amended and supplemental bill, your orator and said Read are without remedy at law, and can only sue in equity.

Wherefore, may it please your honors to direct that said George Read may intervene and be associated with your orator, as a party complainant in this suit, and be bound by and have the benefit of all proceedings taken or to be taken therein. And may it please your honor to grant the United States writ of subpœna directed to the defendants aforesaid, commanding them, and each of them, to appear before this honorable Court, and true and perfect answer make to the matters and things set forth in your orator's original and former and present amended and supplemental bills, and that said Horace and Josiah may answer the interrogatories already propounded, and also the following:

Int. 7th. Did you, at any of the periods referred to in the fourth interrogatory by complainant's first amended and supplemental bill propounded, know, or have notice or information, that said John Lindsey, Alfred Ingraham, and George Read, or either of them, were, or claimed to be, assignees of the Grand Gulf Rail Road and Banking Company, or as such claimed the aforesaid two judgments, rendered against Moses Groves; state when you first had such knowledge?

Int. 8th. Have you transferred or released to any person your claim to said two judgments against the late Moses Groves, and if so, to whom, when, how, and for what consideration? Have you received any money, goods, lands, or other property therefor or thereon, in payment, settlement, or on account of your said claim? If yea, when, where, how, and with whom you made such settlement or other arrangement, the amount and nature of the property received, and all particulars relative thereto?

And may it please your honors, upon final hearing, to decree, as already prayed for, enlarging, however, such decree so as to protect the rights of said George Read, as co-assignee of your orator, and afford him the full benefit thereof; and may it please you further to decree, that said Josiah do account with and to your orator and said Read, for all sums of money, notes, bills, or other property which he may have received for or on account of said judgments against said Moses Groves, and be decreed to pay to your orator and said Read, to be credited in such judgment, such amount of money or other property as, upon such accounting, he may be found to have received or released as aforesaid; and that said Horace and Josiah may further be decreed to cancel this pretended title and claim to said two judgments, and be perpetually enjoined from prosecuting the same.

And your orator prays for such other and further general relief,

as in equity and good conscience may seem meet. And as in duty bound your orator will ever pray, &c.

STRAWBRIDGE, PRENTISS & FINNEY,
Solicitors for Compl's.

NOTE.—Defendants Horace and Josiah, will answer interrogatories Nos. 1, 2, 3, 4, and 6, of the first amended and supplemental bill, and Nos. 7, and 8, of the second.

Deed of Trust from the Grand Gulf Rail Road and Banking Company and Alfred Ingraham, 31st Dec'r, 1842, to Alfred Ingraham and George Read.

Referred to in the foregoing Amended and Supplemental Bill.

NOTE.—For this document see post, page 239.

Minutes.

December Term, A. D. 1850.

NEW ORLEANS, Monday, 3d February, 1851.

Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge; Absent, Hon. J. McKinley, Presiding Judge.

ALFRED INGRAHAM
v.
HORACE GROVES, Adm'r, et al. } 1752.

On motion of J. R. Grymes, of counsel for defendants, and on cause shown: It is ordered by the Court, that the said defendants have time till the first Monday of March, to answer, plead, or demur, to the plaintiffs' original, supplemental, and amended bill.

Plea to Jurisdiction by Josiah Stansbrough.

Filed, 3d March, 1851.

Fifth Circuit, Eastern District, United States Circuit Court.

ALFRED INGRAHAM, Compl't,
v.
H. H. GROVES, Adm'r, et al., Deft's. } No. 1752. In Equity.

The separate plea of Josiah Stansbrough to the bill of complaint, and the first and second amended and supplemental Bills of the complainant, Alfred Ingraham.

This defendant by protestation, not confessing any of the matters in said bills contained to be true, in manner and form as the same are therein set forth, doth plead therewith and for cause of plea saith: that he resides and is domiciled in the Parish of Madison; that this respondent now is, was at the time complainant ex-

hibited his said bill and amended and supplemental bill, and ever since has been a resident therein, within and alone subject to the equity jurisdiction of the Courts of the United States, for the Western District of Louisiana, in all cases properly cognizable in equity by the Courts of the United States in Louisiana. And therefore, this respondent doth plead his domicile to the jurisdiction of this honorable Court, and prays the judgment thereof, whether it will take further cognizance of the complainant's bill and amended and supplemental bills against him, and to be hence dismissed with his costs and charges in this behalf most wrongfully incurred.

THOMAS, SNYDER,
Solicitors of Def't.

We certify, that the within plea is, in our opinion, well founded in law.

THOMAS & SNYDER,
Solicitors.

Josiah Stansbrough, the defendant, makes oath, that the within plea is not interposed for delay, and that it is true in point of fact. Sworn and subscribed to before me, this, the 3d day of February, A. D. 1851. Josiah Stansbrough.

E. B. LOUNE,
Justice Peace.

Chancery Docket.

April Rules, 1851.

Monday, 7th April.

1752.	Alfred Ingraham et als.	*v.* H. H. Groves, Adm'r.
1753.	Same	*v.* Stansbrough.
1754.	Same	*v.* Jas. Graham et als.
1755.	Same	*v.* Stansbrough, Graham et als.
1788.	Same	*v.* Nicholas Barnes et als.
1789.	Same	*v.* Gipson, Clarke, Bettis et als.
1790.	Same	*v.* E. T. Nowlen et als.

On motion of H. H. Strawbridge, solicitor for complainants, it is ordered that the pleas herein filed on behalf of the 3d March, 1851, by Jno. R. Grymes, Esq., their solicitor, be placed on the trial docket, and set down for argument.

Entered, 8th April, as of 7th April, 1851, nunc pro tunc. The complainants in these cases, having on a former day filed their original and amended and supplemental bills, and the Court being satisfied that subpœnas issued, in accordance with the prayers thereof, have been duly served on the defendants hereinafter named, and also that said defendants have failed to demur, plead, or answer to said bills, although on the 3d February last they applied for and obtained from this Court an extension of time until the first Monday

in March last, that they might then demur, plead, or answer: It is therefore ordered, on motion of H. H. Strawbridge, solicitor for complainants Ingraham and Read, that the said bills, and all the allegations thereof, be taken as confessed by said defendants. It is further ordered, that this decree be not set aside unless on good and sufficient cause shown contradictorily with complainant's solicitor.

ALFRED INGRAHAM
v.
HORACE H. GROVES, Adm'r. } 1752.

Judgment pro confesso against Horace H. Groves, administrator.

ALFRED INGRAHAM
v.
JESSE STANSBROUGH. } 1753.

Judgment pro confesso against Jesse Stansbrough and Horace H. Groves.

ALFRED INGRAHAM
v.
JAS. GRAHAM and WM. CURRY. } 1754.

Judgment pro confesso against Horace H. Groves, James Graham, Thomas Hayton, and Frenetta Hayter.

ALFRED INGRAHAM
v.
JESSE STANSBROUGH, JAMES GRAHAM, and STEPHEN DOUGLAS. } 1755.

Judgment pro confesso against Horace H. Groves, Jesse Stansbrough, and James Graham.

ALFRED INGRAHAM
v.
NICHOLAS BARNES. } 1778.

Judgment pro confesso against Horace H. Groves and Nicholas Barnes.

ALFRED INGRAHAM
v.
SUSAN BETTIS. } 1789.

Judgment pro confesso against Horace H. Groves and Gipson C. Bettis.

ALFRED INGRAHAM
v.
ELIAS T. NOWLEN and JAMES GRAHAM. } 1790.

Judgment pro confesso against Horace H. Groves, James Graham, and Elias T. Nowlen.

NOTE.—The foregoing order of Court may be set aside at any time previous to next rule day, provided J. R. Grymes, and Thomas and Snyder, solicitors for defendants, withdraw within said time their pleas to the jurisdiction herein filed, and answer to the merits on behalf of all the parties whom they represent, as they had verbally agreed with me, to do previous to the entry of said order, otherwise said order to remain in full force. And if no answer be filed within said period by said defendant. I reserve my right of proceeding to make absolute the above order, and obtain a final decree. 7th April, 1851.

H. H. STRAWBRIDGE,
Solicitor for Complainants.

Minutes.

April Term, A. D. 1851.

1752. Ingraham et als. *v.* H. H. Groves, Adm'r, and Josiah Stanbrough.
1753. Same *v.* Jesse Stansbrough et als.
1754. Same *v.* James Graham et als.
1755. Same *v.* Jesse Stansbrough, Ja's Graham, et als.
1788. Same *v.* Barnes et als.
1789. Same *v.* Bettis et als.
1790. Same *v.* E. T. Nowlen et als.

On motion of John R. Grymes, of counsel for Jesse Stanbrough, Josiah Stansbrough, and Horace H. Groves, defendants, and upon cause shown, it is ordered that the decrees pro confesso taken in the above cases be set aside as to said defendants, and said defendants allowed to file their answers to complainant's bills.

Separate Answer of Josiah Stansbrough.

Filed 7th May, 1851.

In the Circuit Court of the United States, for the 5th Circuit and Eastern District of Louisiana.

ALFRED INGRAHAM and GEORGE READ
v.
HORACE H. GROVES, Adm'r of MOSES GROVES and JOSIAH STANBROUGH. } In Equity.

The separate answer of Josiah Stansbrough, one of the defendants

in the above case, to the original bill, and the two amended and supplemental bills of the said plaintiff, in this behalf exhibited against him and the other said defendants.

This respondent, for answer to so much of the said original, and the two supplemental and amended bills, as he is advised it is material for him to answer unto, he answers, that he admits that the said Grand Gulf Rail Road and Banking Company did, on the day of in the year 1841, obtain against Moses Groves, in his lifetime, two judgments, as set forth in the said plaintiff's original, and supplemental, and amended bills. But this respondent avers and states, that some time in the month of June, 1843, one John R. Marshall did institute his two certain suits or actions, against the said Grand Gulf Rail Road and Banking Company, in the District Court of the State of Louisiana, in and for the Ninth Judicial District of said State, holding its sessions in and for the Parish of Madison in said State, for the recovery of a debt due to him, the said Marshall, by the said Grand Gulf Rail Road and Banking Company, which said two suits or actions were afterwards, by an order of said Court duly made, consolidated and prosecuted as one suit or action. That the said actions were commenced by way of attachment, against the goods and chattels, lands and tenements, and rights and credits of the defendants therein, the said Grand Gulf Rail Road and Banking Company, according to the laws of the said State of Louisiana. That the said District Court of the Ninth Judicial District of said State, was a Court having full and plenary jurisdiction in and over the said suits or actions, and the party defendant therein, and was in all respects a Court of competent jurisdiction in the premises, and is the same Court before whom the said Grand Gulf Rail Road and Banking Company recovered the judgment set forth in the said plaintiff's original and supplemental and amended bills aforesaid.

Your respondent further shows, that by lawful process issued in the said two suits so as aforesaid instituted by the said Marshall against the said Grand Gulf Rail Road and Banking Company, the said two judgments of the said Rail Road and Banking Company against the said Moses Groves were, among other things, seized and attached and taken into custody of the Sheriff of the said Parish of Madison, as being of the goods and chattels, rights and credits of the said Grand Gulf Rail Road and Banking Company, to answer to the debt of the said Marshall; that the said Rail Road and Banking Company did appear to and answer and plead to said actions, and by their said answer and plea did deny that the said judgments, so attached, were the property of said Rail Road and Banking Company, and thereupon issue was joined; that pending the said actions the said Alfred Ingraham and the said George Read, the plaintiffs in this suit, did intervene and interplead in the said actions, and did claim all and singular the said judgments, rights, and credits, so

attached as aforesaid at the suit of the said Marshall, among which were the said two judgments against the said Moses Groves, as vested in them under and by virtue of the assignment to them from the said Rail Road and Banking Company, and which is the assignment under which they claim relief from this honorable Court in this suit; and issue was then and there joined upon the said intervention and interpleading of the said Ingraham and Read upon the validity of the said assignment, and the effect thereof to estop the said plaintiff, Marshall, from attaching and levying upon the said judgments as the property of the said Rail Road and Banking Company, to satisfy his debt aforesaid. Your respondent further shows, that such proceedings were had in the said two consolidated actions aforesaid, that by the final judgment of the said District Court, of the Ninth Judicial District of said State, rendered on the 9th day of May, 1844, the said Marshall did recover a judgment against the said Rail Road and Banking Company for the full amount of his debt, sued for as aforesaid, with interests and costs; and it was further ordered and adjudged, that the petition of intervention and interpleader of said Ingraham and Read be rejected, with costs, and that all the property, rights, and credits, attached as aforesaid, should be sold to satisfy the said judgment, among which property were the said judgments against the said Moses Groves, mentioned and set forth in the said plaintiffs' original and supplemental and amended bills.

Your respondent further shows, that the said Grand Gulf Rail Road and Banking Company, and the said plaintiffs, Ingraham and Read, in their said capacity of assignees, did prosecute and appeal from the said final judgment of the said District Court to the Supreme Court of the said State of Louisiana, which is and was the Court of last resort in said State, and that upon the hearing of said appeal in the said Supreme Court, the judgment of the said District Court was in all respects affirmed by the judgment of the said Supreme Court.

Your respondent further shows, that after the affirmance of the said judgment as aforesaid, all the said property so attached, including the said judgment against the said Moses Groves, as set forth in the said plaintiffs' original and supplemental bills, were, under and by virtue of lawful process of execution issued from the said District Court, sold by the Sheriff of the Parish of Madison aforesaid to satisfy the judgment of the said Marshall against the said Rail Road and Banking Company, at public sale, according to law, at which sale the said Marshall became the purchaser of all the property, rights, and credits, so attached as aforesaid, and among others of the said judgments against the said Moses Groves as aforesaid, and for all which the said Sheriff made and executed to the said Marshall a deed in due form of law, which, as this respondent is advised and believes, vested in the said Marshall a good title, in law and equity, to the said judgments; all which matters and things

hereinbefore stated and set forth, will more fully and at large appear by a transcript of the record of the proceedings in the said consolidated suits hereinbefore mentioned, which is hereto annexed and marked as Exhibit (A), and which this respondent prays may be taken and considered as a part of this his answer, and to which for greater certainty he refers. This respondent, further answering, shows, that on or about the 17th day of February, 1847, believing that the said Marshall had a good and valid title to all the said judgments, by virtue of the judgments of the District and Supreme Courts hereinbefore recited, which, he was advised and believes, had the force of the thing adjudged and of the Sheriff's deed to him as before stated, which is included in the Exhibit (A), he did conclude a negotiation with the said Marshall jointly with one Horace H. Groves, administrator of the estate of Moses Groves, for the purchase of the whole of the judgments, property, rights, and credits, so sold by the Sheriff and purchased by the said Marshall, for the price and sum of thirteen thousand dollars; and the said Marshall did, on the said 17th day of February, 1847, execute and deliver to this respondent and the said Horace Groves, administrator of Moses Groves, a deed for the same, an authentic copy of which said deed is hereto annexed and exhibited and marked Exhibit (B), and which this respondent prays may be taken as a part of this his answer, and to which for greater certainty he refers; and by reason whereof this respondent avers that he has, conjointly with the said Horace H. Groves, administrator of Moses Groves, acquired a good and complete title to the said judgments mentioned and set forth in the said complainant's original and two supplemental and amended bills, in law and equity; and this respondent sets up and pleads the said judgments and proceedings in the actions of the said Marshall against the said Grand Gulf Rail Road and Banking Company and the intervention therein of the said plaintiffs, as before recited, and as set forth in the said Exhibit A, and the said deed of conveyance from the said Marshall to this respondent, and the said Horace H. Groves, administrator of Moses Groves, in bar of the said plaintiffs' action in this behalf, as is set forth in the said plaintiffs' original and supplemental and amended bills, and he prays the benefit thereof to the same extent as if formally pleaded.

And this respondent, further answering, most expressly denies all the fraud, combinations, and confederations charged in the said plaintiffs' original bill, and in their first and second supplemental and amended bills; and he avers and alleges that all his actings and doings in the premises, and in relation to the purchase of the said judgments, were in good faith without any combination with any one; that he paid a fair price for the same, as much he believes as they were worth, many of the parties against whom many of the judgments were rendered being insolvent, and the collection doubtful and difficult. We verily believed that the said Marshall had a good and

indefeasible title to the same; that his title was sanctioned by the judgment of the highest tribunal of the land, and he avers that he has, conjointly with the said Horace H. Groves, acquired a good legal and equitable title to all said judgments; that he owes no account to the said plaintiffs, as they have prayed for in their said original and supplemental and amended bills. And proceeding to answer the interrogatories propounded to him in the said plaintiffs' first and second supplemental and amended bills, to the first interrogatory he answers. That he did claim the two judgments, mentioned in this interrogatory, jointly with Horace H. Groves, administrator of Moses Groves, by virtue of the sale from John R. Marshall, as set forth in this answer, and shown by the Exhibit (B) therein referred to.

To the 2d, he answers, that in a settlement and partition of his joint interest in all the judgments embraced in the deed from said Marshall, he has conveyed and released to the said Horrace H. Groves, administrator, all his interest in the said two judgments, mentioned in this interrogatory, and was paid for the same by a transfer of the interest of said Horrace in others of the said judgments.

To the third, he answers, that he has transferred all his interest in the two judgments mentioned in this interrogatory, to Horrace H. Groves, administrator of Moses Groves; and that he received in satisfaction therefor a transfer of the interest of said Horace in other judgments contained in said deed from Marshall, to wit, the three judgments against Jesse Stansbrough.

To the 4th, he answers, at the times mentioned in this interrogatory he did not know of the existence of the deed of assignment and transfer, mentioned in this interrogatory; he did hear the suit of Marshall against the bank spoken of; he did hear that the plaintiffs claimed all the judgments seized or attached by Marshall; but he never had any knowledge as to the nature and foundation of their claim; nor did he ever see the assignment, or know its nature or purpose, until the filing of the plaintiff's bill against him in this case.

To the 6th, he answers, that he has made no agreement or contract for the payment of the judgments mentioned in this interrogatory, except the transfer of his interest therein to Moses Groves' administrators, as hereinbefore stated.

To the 7th, he answers, that at none of the periods mentioned in this interrogatory had he any knowledge, nor had he any notice or information that the said John Lindsay, or Alfred Ingraham, or George Read, or either of them, claimed to be assignees of the Grand Gulf Rail Road and Banking Company. He did hear at some period during the pendency of the suit of Marshall against said bank, that the said Ingraham and Read had become parties thereto, and claimed the said judgments; but upon what their claim was founded, or the nature or purpose of the assignment, he never did know until the commencement of this suit.

To the 8th, he answers, that he has transferred all his undivided interest or one-half of said judgment to Horrace H. Groves, administrator of Moses Groves, as hereinbefore stated; and this respondent prays that the said plaintiffs' bill may be dismissed, that he may be hence discharged with his costs, and for all such other and further decree in the premises as to justice and equity may appertain.

(Signed) JOHN R. GRYMES,
Of Counsel for Respondents.

Josiah Stansbrough, defendant in the above entitled case, being duly sworn, doth depose and say, that all and singular the matters and things stated and set forth in the foregoing answer, as of his own knowledge, are true, and those stated from the information of others he believes to be true.

(Signed) JOSIAH STANBROUGH.

Sworn to and subscribed before me this 25th day of April, 1851.

M. M. COHEN,
U. S. Commissioner.

Separate Answer of Horrace H. Groves, Administrator, &c.

Filed 7th May, 1851.

In the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana.

ALFRED INGRAHAM and GEORGE READ
v.
HORRACE H. GROVES, Administrator, and JOSIAH STANBROUGH. } In Equity.

The separate answer of Horrace H. Groves, administrator of Moses Groves, deceased, one of the defendants in the above case, to the original bill, and the two amended and supplemental bills of the said plaintiffs, in this behalf exhibited against him and the other said defendants.

This respondent, for answer to so much of the said original and the two supplemental and amended bills as he is advised it is material for him to answer unto, he answers, that he admits that the said Grand Gulf Rail Road and Banking Company did, on the 21st day of May, in the year 1841, obtain against Moses Groves, in his lifetime, two judgments, as set forth in the said plaintiffs' original and supplemental and amended bills. But this respondent avers and states, that some time in the month of June, 1843, one John R. Marshall did institute his two certain suits or actions against the said Grand Gulf Rail Road and Banking Company, in the District Court of the State of Louisiana, in and for the Ninth Judicial District of said State, holding its sessions in and for the Parish of Madison, in said State, for the recovery of a debt due to him, the said Marshall, by

the said Grand Gulf Rail Road and Banking Company; which said two suits or actions were afterwards, by an order of said Court, duly made, consolidated, and prosecuted as one suit or action. That the said actions were commenced by way of attachment against the goods and chattels, lands and tenements, and rights and credits of the defendants therein, the said Grand Gulf Rail Road and Banking Company, according to the laws of the said State of Louisiana. That the said District Court of the Ninth Judicial District of said State, was a court having full and plenary jurisdiction in and over the said suits or actions, and the party defendant therein, and was, in all respects, a court of competent jurisdiction in the premises, and is the same court before whom the said Grand Gulf Rail Road and Banking Company recovered the judgments set forth in the said plaintiffs' original and supplemental and amended bills aforesaid.

Your respondent further shows, that, by lawful process issued in the said two suits, so as aforesaid instituted by the said Marshall against the said Grand Gulf Rail Road and Banking Company, the said two judgments of the said Rail Road and Banking Company against the said Moses Groves were, among other things, seized and attached, and taken into the custody of the Sheriff of the said Parish of Madison, as being of the goods and chattels, rights and credits, of the said Grand Gulf Rail Road and Banking Company, to answer to the debt of the said Marshall. That the said Rail Road and Banking Company did appear to and answer and plead to said actions, and by their said answer *answer* and plea, did deny that the said judgments so attached was the property of said Rail Road and Banking Company, and thereupon issue was joined. That, pending the said actions, the said Alfred Ingraham, and the said George Read, the plaintiffs in this suit, did intervene and interplead in the said actions, and did claim all and singular the said judgments, rights, and credits, so attached, as aforesaid, at the suit of the said Marshall, among which were the said judgments against the said Moses Groves, as vested in them under and by virtue of the assignment to them from the said Rail Road and Banking Company, and which is the same assignment under which they claim relief from this honorable Court in this suit; and issue was then and there joined, upon the said intervention and interpleading of the said Ingraham and Read, upon the validity of the said assignment, and the effect thereof to estop the said plaintiffs, Marshall, from attaching and levying upon the said judgments as the property of said Rail Road and Banking Company to satisfy his debt aforesaid.

Your respondent further shows, that such proceedings were had in the said two consolidated actions aforesaid, that, by the final judgment of the said District Court of the Ninth Judicial District of said State, rendered on the 9th day of May, 1844, the said Marshall did recover a judgment against the said Rail Road and Banking for the full amount of his debt sued for, as aforesaid, with interest

and costs; and it was further ordered and adjudged, that the petition of intervention and interpleader of said Ingraham and Read be rejected, with costs; and that all the property, rights, and credits, attached as aforesaid, should be sold to satisfy the said judgment, among which property was the said judgment against the said Moses Groves, mentioned and set forth in the said plaintiffs' original and supplemental and amended bills.

Your respondent further shows, that the said Grand Gulf Rail Road and Banking Company, and the said plaintiffs, Ingraham and Read, in their said capacity of assignees, did prosecute an appeal from the said final judgment of the said District Court to the Supreme Court of the said State of Louisiana, which is and was the Court of last resort in said State; and that, upon the hearing of said appeal in the said Supreme Court, the judgment of the said District Court was in all respects affirmed by the judgment of the said Supreme Court.

Your respondent further shows, that after the affirmance of the said judgment as aforesaid, all the said property, so attached, including the said judgments against the said Moses Groves, as set forth in said plaintiffs' original and supplemental bills, were, under and by virtue of lawful process of execution issued from the said District Court, sold by the Sheriff of the Parish of Madison aforesaid, to satisfy the judgment of the said Marshall against the said Rail Road and Banking Company, at public sale, according to law, at which sale the said Marshall became the purchaser of all the property, rights, and credits, so attached as aforesaid, and among others of the said judgments against the said Moses Groves, as aforesaid, and for all which the said sheriff made and executed to the said Marshall a deed in due form of law, which, as this respondent is advised and believes, vested in the said Marshall a good title in law and equity to the said judgments,—all which matters and things, hereinbefore stated and set forth, will more fully and at large appear by a transcript of the record of the proceedings in the said consolidated suits hereinbefore mentioned, which is hereto annexed and marked as Exhibit "A," and which, this respondent prays, may be taken and considered as a part of this his answer, and to which for greater certainty he refers. (See ante, page 59.)

This respondent, further answering, shows, that, on or about the 17th day of February, 1847, believing that the said Marshall had a good title to all the said judgments, by virtue of the judgments of the District and Supreme Courts hereinbefore recited, which he was advised and believes had the force of the thing adjudged, and of the sheriff's deed to him, as before stated, which is included in the Exhibit "A," he did conclude a negotiation with the said Marshall jointly with one Josiah Stanbrough for the purchase of the whole of the judgments, property, rights, and credits, so sold by the sheriff and purchased by the said Marshall, for the price and sum of thirteen thousand dollars; and

the said Marshall did on the said 17th day of February, 1847, execute and deliver to this respondent and the said Josiah Stanbrough a deed for the same; an authentic copy of which said deed is hereto annexed and exhibited, and marked Exhibit AB, and which, this respondent prays, may be taken as a part of this his answer, and to which for greater certainty he refers (see ante, page 109); and, by reason whereof, this respondent avers, that he has, conjointly with the said Josiah Stanbrough, acquired a good and complete title to the said judgments, mentioned and set forth in the said complainant's original and two supplemental and amended bills, in law and equity; and this respondent sets up and pleads the said judgments and proceedings in the actions of the said Marshall against the said Grand Gulf Rail Road and Banking Company, and the intervention therein of the said plaintiffs, as before recited and set forth in the said Exhibit A, and the said deed of conveyance from the said Marshall to this respondent and the said Josiah Stanbrough, in bar of the said plaintiffs' action in this behalf, as is set forth the said plaintiffs' original and supplemental and amended bills, and he prays the benefit thereof to the same extent as if formally pleaded.

And this respondent further answering most expressly denies all the fraud, combinations, and confederations charged in the said plaintiffs' original bill, and in their first and second supplemental and amended bills, and he avers and alleges that all his actings and doings in the premises, and in relation to the purchase of the said judgments were in good faith, without any combination with any one; that he paid a fair price for the same, as much he believes as they were worth, many of the parties against whom many of the judgments were rendered being insolvent, and the collection doubtful and difficult; he verily believed that the said Marshall had a good and indefeasible title to the same, that his title was sanctioned by the judgment of the highest tribunal of the land, and he avers that he was, conjointly with the said Josiah Stanbrough, acquired a good legal and equitable title to all said judgments. That he owes no account to the said plaintiffs, as they have prayed for in their said original and supplemental and amended bills; and this respondent answering the special interrogatories propounded to him by the said plaintiffs in their said two supplemental and amended bills, to the first, he answers that he does claim a right and title to the said two judgments mentioned in this interrogatory, and that he claims them in full property, by virtue of the conveyance of John R. Marshall to this respondent and Josiah Stanbrough, as set forth in this answer and referred to as Exhibit AB. To the 2d he answers, that he has received no portion of the said two judgments or either of them, but having purchased them for the benefit of the estate of Moses Groves, deceased, of which he is the administrator, he considers them as paid and extinguished by said purchase. To the third he answers, that he has not transferred the said judgments or any portion thereof, to any

person. To the fourth he answers, that some time pending the suit of John R. Marshall against the said Grand Gulf Rail Road and Banking Company, but at what particular period he cannot now positively state, he did receive a notice from the plaintiff Ingraham, that the said judgments had been assigned to him. The said notice was in writing, and this respondent thinks he has preserved it; he cannot now lay his hands on it, but when found he will exhibit the same, and the date thereof will show the time when the same was given. To the sixth he answers, that he has paid no part of said judgments, except the price thereof paid to said Marshall, nor has he made any agreement, arrangement, or contract for the payment of said judgments, except the verbal agreement or arrangement with his co-proprietor, Josiah Stanbrough, by which he has acquired title to the whole thereof, for the benefit of the estate of Moses Groves.

To the seventh, this respondent says he has fully answered the same in his answers to the fourth interrogatory. To the eighth he answers, that he has made no release or transfer of the said judgments to any one, but as he has before stated, he purchased them on account of the estate of Moses Groves, and considers them as paid and extinguished by the said purchase.

And this respondent prays that the said plaintiff's bill may be dismissed, and be hence discharged with his costs, and for all such further and other decree and relief in the premises as to equity may appertain.

(Signed) JNO. R. GRM ES,
Of Counsel for Defendant.

Horrace H. Groves, defendant in the above-entitled cause, being *being* duly sworn, doth depose and say, that all and singular the matters and things set forth and stated in the foregoing answer, as of his own knowledge, are true, and those stated from the information of others he believes to be true.

(Signed) .H. H. GROVES.

Sworn to and subscribed before me, this 30th April, 1851.

J. W. GURLEY,
U. S. Commissioner.

Replication.

Filed 2d June, 1851.

U. S. Circuit Court, Fifth Circuit, District of La.

In Chancery.

INGRAHAM & READ
v.
HORACE GROVES et al. } No. 1752.

The replication of complainants to the answers of Horace H. Groves, administrator of Moses Groves, deceased, Josiah Stanbrough,

John R. Marshall, defendants. These repliants, saving and reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto say, that they will aver, and from their said bill to be true, certain, and sufficient in the law to be answered unto, and that the said answer of the said defendants are uncertain and insufficient to be replied unto, confessed and avoided, traversed or denied, is true. All which matters and things these repliants are will be ready ex'r to aver and prove, as this honorable Court shall direct, and humbly prays as in and by their said bill they have already prayed.

H. H. STRAWBRIDGE,
P. C. WRIGHT,
Solicitors for Complainants.

Minutes.

December Term, A. D. 1851.

New Orleans, Monday, 2d February, A. D. 1852. Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge; absent, Hon. J. McKinley, Presiding Judge.

1752. Alfred Ingraham et als. *v.* H. H. Groves, adm'r, et als.
1753. Same *v.* Stansbrough et als.
1754. Same *v.* James Graham et als.
1755. Same *v.* Stansbrough, Graham et als.
1788. Same *v.* Nicholson, Barns et als.
1789. Same *v.* Susan Bettis et als.
1790. Same *v.* E. T. Nowlen et als.

On motion of H. H. Strawbridge and P. C. Wright, solicitors for complainants, and upon sufficient cause shown: It is ordered, that the time allowed under the rules for taking testimony in these causes be enlarged to two months from and after this day. It is further ordered, that after filing of cross-interrogatories to the interrogatories herein filed by complainants, or after the lapse of ten days from the service of said interrogatories, if no cross-interrogatories shall then have been filed, one commission issue in all these cases to take the testimony of Thomas Montgomery and others, resident in Madison Parish, State of Louisiana. That William Perkins, Esq., a Justice of the Peace in and for said Parish, be appointed Commissioner to execute said commission. And that these cases be continued over until the return thereof.

Minutes.

December Term, A. D. 1851.

New Orleans, Saturday, 6th March, 1852. Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge; absent, Hon. J. McKinley, Presiding Judge.

1752. Alfred Ingraham et als. *v.* H. H. Groves, adm'r, et als.

1753.	Same	*v.* Stansbrough et als.
1754.	Same	*v.* Jas. Graham et als.
1754.	Same	*v.* Stansbrough, Graham et als.
1788.	Same	*v.* Nicholson, Barnes et als.
1789.	Same	*v.* Susan Bettis et als.
1790.	Same	*v.* E. T. Nowlen et als.

On motion of P. C. Wright, of counsel for complainant, it is ordered, that defendant show cause, on Saturday morning next, why the testimony filed with the Clerk of this Court in these causes should not be opened and published.

Minutes.

December Term, 1851.

New Orleans, Monday, 15th March, 1852. Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge; absent, Hon. J. McKinley, Presiding Judge.

1752.	A. Ingraham	*v.* H. H. Groves, adm'r.
1753.	Same	*v.* Stansbrough et als.
1754.	Same	*v.* Jas. Graham et als.
1755.	Same	*v.* Stansbrough, Graham et als.
1788.	Same	*v.* Nicholson, Barnes et als.
1789.	Same	*v.* Susan Bettis et als.
1790.	Same	*v.* E. T. Nowlen et als.

On motion of P. C. Wright, of counsel for complainants, it is ordered, that a commission issued in these causes to William Perkins, Esq., attorney and counsellor at law, of the Parish of Madison, State of Louisiana, to take the testimony of James G. Gordon, of Tensas, a witness to be called, sworn, and examined on behalf of complainants, and to further examine Thomas Montgomery, of the Parish of Madison, a witness, who has already been called and examined on the part of complainants.

Entry at April Rules, 1852.

Monday, 5th.

1752.	Ingraham & Read	*v.* Groves, adm'r, &c.
1753.	Same	*v.* Stansbrough.
1754.	Same	*v.* Graham et als.
1755.	Same	*v.* Stansbrough, Graham et als.
1788.	Same	*v.* Nicholas, Barnes et als.
1789.	Same	*v.* Bettis et als.
1790.	Same	*v.* E. T. Nowlen et als.

On motion of J. R. Grymes, sol. for defendants, it is ordered, that these causes be set down for trial on pleadings and proofs.

Minutes.

April Term, A. D. 1852.

New Orleans, Monday, 24th May, A. D. 1852. Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge; absent, J. McKinley, Presiding Judge.

1752.	A. Ingraham et als.	*v.* H. H. Groves, adm'r.
1753.	Same	*v.* Stansbrough et als.
1754.	Same	*v.* Jas. Graham et als.
1755.	Same	*v.* Stansbrough, Graham et als.
1788.	Same	*v.* Nicholson, Barnes et als.
1789.	Same	*v.* Susan Bettis et als.
1790.	Same	*v.* E. T. Nowlen et als.

These causes having *having* been reached in their order, were called up; and defendants' counsel not being present, it was ordered, on motion of P. C. Wright, Esq., that they be continued to the next term.

Minutes.

April Term, A. D. 1852.

New Orleans, Tuesday, 1st June, A. D. 1852. Present, Hon. Theo. H. McCaleb, District Judge; absent, Hon. J. McKinley, Presiding.

1752.	Ingraham et als.	*v.* Groves, adm'r, et als.
1753.	Same	*v.* Stansbrough et als.
1754.	Same	*v.* Jas. Graham et als.
1755.	Same	*v.* Stansbrough, Graham et als.
1788.	Same	*v.* Nicholson, Barnes et als.
1789.	Same	*v.* Susan Bettis et als.
1790.	Same	*v.* E. T. Nowlen et als.

On motion of H. H. Strawbridge, Esq'r, of counsel for complainants in these causes, and on showing that William Perkins, Esq'r, commissioner appointed to execute the commission issued on the 29th day of March last, in the said causes, is absent from the State, and will be so absent during several months to come: It is ordered, that J. Y. Hallengzworth, James H. Maury, and William S. Wilson, or any one of them, be appointed commissioners in place of the said Perkins, and that their names be accordingly inserted in said commission.

Minutes.

December Term, A.D. 1852.

New Orleans, Friday, 11th February, 1853, Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge.

1752. A. Ingraham et als. *v.* H. H. Groves.

1753.	Same	*v.* J. Stansbrough.
1754.	Same	*v.* Graham & Curry.
1755.	Same	*v.* Stansbrough, Graham et als.
1788.	Same	*v.* Barnes.
1789.	Same	*v.* Bettis.
1790.	Same	*v.* Nowlen & Graham.

On motion of H. H. Strawbridge, solicitor for Ingraham and Read, complainants herein, it is ordered, that they have leave to examine witnesses in open Court, on the trial of said causes, upon all matters and facts stated and charged in their original amended and supplemental bills.

Affidavit of Complainants' Solicitor.

Filed 17th May, 1853.

In the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana.

A. Ingraham et al.	*v.* H. H. Groves et al.	No. 1752.
Same	*v.* Jesse Stansbrough.	No. 1753.
Same	*v.* Graham & Curry.	No. 1754.
Same	*v.* Stansbrough, Graham, et al.	No. 1755.
Same	*v.* Barnes et al.	No. 1788.
Same	*v.* Bettes et al.	No. 1789.
Same	*v.* Nowlen et al.	No. 1790.

Personally appeared in open court, Henry H. Strawbridge, solicitor for the complainants in the foregoing entitled suits, now pending on the equity side of the Circuit Court of the United States for the Eastern District of Louisiana, who on oath saith, that the several bills are filed to recover from the defendants the amounts due on judgments recovered in the District Court of the Parish of Madison, in this State, by the President and Directors of the Grand Gulf Rail Road and Banking Company, a corporation formerly existing and transacting business as a bank in the State of Mississippi, which judgments were by said bank aforesaid assigned and transferred to complainant, Ingraham and one John Lindsay (who died on or about the ninth of November, 1842), by a deed of general trust and assignment for the benefit of its creditors, executed under date of the 10th day of February, 1842, and which judgments were afterwards, in the month of December, 1842, partially assigned by said complainant, Read, who thereby became co-assignee and co-trustee of said judgments. Affiant further states that the several defendants in these above-entitled causes have put in answers to the bills, setting forth in substance that in the month of June, 1843, one John R. Marshall, claiming to be a creditor of said Banking Company, sued out writs of attachment from the 9th District Court of the State of Louisiana,

for the Parish of Madison, against the judgments and debts aforesaid, as being the property of the bank, and as such, liable to seizure for his demands; that the complainants intervened, claiming, by virtue of the deed of assignment executed by the bank, all property against which attachments had been as aforesaid directed. That on trial the Madison District Court gave a judgment against the corporation in favor of said Marshall, and also a judgment against the present complainants, who were then intervenors, dismissing their petition as in case of nonsuit. That your complainants also substantially show that said judgments and other assets in contest was subsequently sold under execution and purchased in by said Marshall. And the defendant herein insist that the said judgment of the District Court in and for Madison Parish, has against the present complainants the force of the thing adjudged, estopping them from prosecuting their present suit; and said defendants file with their answers what purports to be a transcript of the record of the proceedings of Marshall in the State District Court of Madison Parish, which is marked as their Exhibit (A), in case numbered 1752, on the records of this Court. See ante, page 90.

Affiant further states, that, as he verily believes, a clerical error of omission has been made by the clerk of said State District Court in copying the defendant's transcript of said record, marked as their Exhibit (A). That affiant at the time said answers were filed, and previously, had in his possession a transcript of said same record, which is filed herewith, and as part of this affidavit, which shows that the judgment of the said District Court of Madison Parish, against the present complainants, as intervenors in the attachment suit of Marshall, was one of nonsuit merely, and not a general judgment of dismissal on the merits. And affiant, who was counsel for the intervenors, and who was present when the judgment of the District Court of Madison Parish was drawn and rendered, says, that to the best of his knowledge, recollection, and belief, its phraseology was in all respects that of the copy now produced by affiant; and that he is convinced that an omission of words of great importance has been made by the clerk who furnished for the present defendants their transcript marked Exhibit (A), and is incorrect; and that the copy herewith filed by affiant is a correct and true copy of the original record of which it purports to be a transcript.

Affiant furthermore states, that it was not until yesterday, the 16th day of May, 1853, that he discovered the variance between defendant's transcripts (A), and his own now produced, having taken it for granted, that the two copies corresponded with each other, and with their common original, and consequently having never critically scrutinized, although he had read defendant's said exhibit (A).

He further says, that if a continuance of the above entitled causes can be granted, and leave given to take the depositions of the clerks of the said State District Court, and of the State Supreme Court, at

Alexandria, he verily believes, that it can be shown that defendant's exhibit (A) is not a true copy, and especially that the judgment rendered in said consolidated suits, on the 9th of May, 1844, is not truly copied in said exhibit, as it was on that day rendered, but is truly copied in affiant's transcript aforesaid now produced.

(Signed) H. H. STRAWBRIDGE.

Sworn to and subscribed before me this 17th May, 1853.

(Signed) J. W. GURLEY,
Clerk.

Transcript from State Court.

Filed with Affidavit of H. H. Strawbridge, 17th May, 1853.

Pleas.

Before the Honorable Ninth, now Tenth Judicial District Court of the State of Louisiana, sitting in and for the Parish of Madison.

Be it known and remembered, that on the 5th day of June, 1843, J. R. Marshall, by his attorneys, filed in said Court his petition, which is in the words and figures following, to wit:

Petition.

To the Honorable the Judge of the Ninth Judicial District Court, holding sessions in and for the Parish of Madison, State of Louisiana.

The petition of John R. Marshall, residing in the State of New York, with respect represents that the President, Directors, and Company, of the Grand Gulf Rail Road and Banking Company, a banking institutions, incorporated by the Legislature of the State of Mississippi, located and domiciliated in the town Grand Gulf, in said State, doing and exercising banking business in the name and style of the President, Directors, and Company, of the Grand Gulf Rail Road and Banking Company, are justly and legally indebted unto your petitioner, in the sum of two thousand dollars, with interest, as hereinafter set forth, for this, to wit: that on the first day of January, in the year of 1838, the said Banking Company made, executed, issued, and circulated into the community as currency, their thirteen (13) bank-bills or bank-notes, each for the sum of one hundred dollars, marked letter A; all of the said bills or notes are of the same tenor and date, made payable to A. Watt, or bearer, on demand, described and designated by their respective numbers as follows, to wit: the first note No. 2320; 2, No. 2321; 3, No. 2315; 4, No. 2317; 5, No. 2256; 6, No. 1572; 7, No. 2310; 8, No. 2314; 9, No. 2006; 10, No. 2313; 11, No. 1960; 12, No. 2316; 13, No. 1795. And on the 23d day of September, in the year of 1835, the said Banking Company made, executed, issued, and circulated as currency, their three bank-bills or notes, each for the sum of one hundred dollars, No. 600, No. 1001, No. 1135, all of the same tenor

and date, made payable to A. Watt, or bearer, on demand. And on the last-mentioned day, the said Banking Company made, issued, and circulated as currency, their bank-bill or note for fifty dollars, No. 883, made payable to D. Hunt, or bearer, on demand. And on the first of March, 1838, the said Banking Company issued into circulation their two bank-bills or notes, each for the sum of one hundred dollars, No. 3170, No. 3166, made payable to H. Watt, or bearer, on demand. And on the last day and year above mentioned, the said Banking Company made, executed, issued, and circulated as currency, their three bank-bills or notes, each for the sum of fifty dollars, No. 3131, No. 3127, No. 107, all of the same tenor and date, made payable to H. Watt, or bearer, on demand. All of the above-described bills or notes were, on the 4th day of January, in the year of 1841, duly presented at said bank, and payment thereof duly demanded in gold or silver, which was refused by said bank, as per indorsements on the back of said bills or notes, made by the paying teller of said bank. All of which will more fully appear by reference to said bills or notes, herewith filed in time for reference and a greater certainty. Your petitioner alleges, that all of the above-described bills or notes were made, executed, issued, and circulated into the community as currency, by the said Banking Company as aforesaid, at and from their Banking Company, in the said town of Grand Gulf, State of Mississippi. Your petitioner charges and alleges, that since the execution and issuance of the above-described bills or notes by said bank as aforesaid, that said bank has entirely failed, and refused, and still fails and refuses to pay and redeem her bills or notes in specie on demand. Your petitioner specially alleges, that at the date of the 4th day of January, in the year of 1841, and at all times since said date, said bank has notoriously failed and refused to redeem her bills or notes in specie on demand, as said bank is bound to do, by the requisite provisions of the charter of said Banking Company; and agreeable to the laws of the State of Mississippi, and the usages and customs of said bank, your petitioners is entitled to interest at the rate of eight per cent. per annum, from the refusal of payment by said bank till paid.

Your petitioner shows, that he is the legal owner and bearer of all the above-mentioned and described bills or notes issued by the defendants as currency at and from their banking-house, located in said town of Grand Gulf, in said State of Mississippi, signed by their president, and countersigned by the principal cashier of said bank, promising therein and thereby to pay to the person on each bill or note mentioned, or bearer, on demand, the amount therein mentioned, in money, and were transferable by delivery.

Your petitioner further shows, that the said Grand Gulf Rail Road and Banking Company is a corporation established by a law of the State of Mississippi, and are liable to be sued, and that said corporation resides and domiciliated permanently out of the State of Louisi-

ana, and have no known agent or attorney in this State to represent them, and on whom service can be made, and that said corporation are owners of large properties, rights, and credits, moneys and effects, situated in said Parish of Madison, Louisiana.

Wherefore, the premises considered, petitioner prays that the said President, Directors, and Company of the Grand Gulf Rail Road and Banking Company be cited according to law, and answer to this petition, and prays that a Curator *ad hoc* be appointed, to represent the absent defendants, and on whom legal process may be served, and, after all legal previous requisites are had in the premises, prays that general writs of attachment issue against all of the lands and tenements, goods and chattels, rights and credits, moneys and effects belonging to the defendants, under any claim or title whatsoever, or to a sufficient amount to satisfy petitioner's demands, interest, costs, &c., and, after all legal proceedings are had in the premises, your petitioner prays that judgment be rendered in his favor, and that the said Banking Company be ordered, adjudged, and decreed to pay to your petitioner the sum of two thousand dollars and interest at the rate of eight per cent. per annum, from the 4th January, A.D. 1840, till paid, and that the property attached be sold to satisfy petitioner's demands, interest, and all costs of suit, and that a commission issue to take depositions in and out of the State, and for general relief in the premises, as in duty bound, &c.

AMONETTE & DUNLAP,
Attorneys for Petitioner.

State of Louisiana, Parish of Madison.

Ninth District Court, Parish of Madison.

Personally came and appeared before me, the undersigned Justice of the Peace, John R. Marshall, by his agent and attorney in fact, James J. Amonett, who, being first duly sworn, deposeth and saith that the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company are justly indebted to the petitioner, J. R. Marshall, in the sum of two thousand dollars with interest, and that the same is due and unpaid, and that said Banking Company resides and are domiciliated permanently out of the State of Louisiana, to the best of affiant's knowledge and belief.

JAS. J. AMONETT.

Sworn to and subscribed to before me, this the 5th day of June, A.D. 1843.

JOHN T. MASON,
Justice of the Peace, P. M., La.

Order.

Let a writ of attachment issue, upon petitioner entering into bond

and security in the sum of three thousand six hundred dollars, conditioned according to law. June 5th, 1843.

JOHN T. MASON,
Cl'k Dist. Court, Parish of Madison, La.

Petition indorsed: 666. Ninth Dist. Court, Parish of Madison. J. R. Marshall *v.* G. Gulf Rail Road and Banking Company. Filed 5th June, 1843. John T. Mason, Clerk. Amonett & Dunlap for petitioner.

Bond.

Know all men by these presents, that we, John R. Marshall, of New York, as principal, and Louis A. Collier, James J. Amonett, William Amonett, as securities, are held and firmly bound unto the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company of the State of Mississippi, in the sum of three thousand six hundred dollars, current coin of the United States, for value received, for the true and faithful payment of which we bind ourselves, our heirs and assigns, jointly and severally, firmly by these presents, this the fifth day of June, A.D. 1843.

The condition of the above obligation is such, that, whereas the above bounded John R. Marshall has this day presented to the Ninth District Court of the State of Louisiana, for the Parish of Madison, his certain petition, praying for a writ of attachment against the property and effects belonging to the Grand Gulf Rail Road Banking Company, and granted him accordingly. Now, if the said John R. Marshall shall well and truly pay and satisfy all such cost and damages as the said President, Directors, and Company, &c., shall sustain by the wrongful suing out of said writ of attachment, then the above obligation to be void, otherwise to remain in full force and virtue, this day and date above written.

(Signed) JOHN R. MARSHALL,
By his agent,
JAS. J. AMONETT,
LEWIS A. COLLIER,
JAS. J. AMONETT,
WILLIAM AMONETT.

Attest,
JAMES BRODEN.
Attest,
JOHN T. MASON,
Clerk.

Indorsed: 666 & Ninth District Court, Parish of Madison; J. R. Marshall *v.* Grand Gulf Rail Road & Banking Company; Bond; Filed 5th June, 1843. John T. Mason, Clerk.

Writ of Attachment.

State of Louisiana, Parish of Madison, Ninth District Court.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666.

State of Louisiana and said Court to the Sheriff of the Parish of Madison, greeting:

Whereas due proof has been made, before the Honorable the Ninth District Court, in and for said Parish of Madison, by James J. Ammett, agent and attorney in fact for John R. Marshall, that the Grand Gulf Rail Road and Banking Company are residents out of the State of Louisiana, and are justly indebted to said Marshall in the sum of two thousand dollars with interest. Now, therefore, you are commanded, in the name of the State of Louisiana and said Court, to seize and attach and take into your possession the goods and chattels, lands and tenements, rights and moneys, effects and credits of said Grand Gulf Rail Road and Banking Company, if any you find in said parish, sufficiently to pay said debt and costs of suit, and make due return thereof.

Witness, the Honorable Thomas Curry, Judge of said Court, this 7th day of June, A. D. 1843.

JOHN T. MASON,
Clerk of said Court.

Indorsed: 666; Ninth District Court, Parish of Madison; John R. Marshall *v.* Grand Gulf R. R. & Bg. Cy.; Writ of Attachment; Filed June 7th, 1843. A. R. Potter, D'y Cl'k.

Sheriff's Return.

Received, on the 7th day of June, A. D. 1843, and executed on the same day of the same month and year, by posting up a certified copy of this writ of attachment at the door of the Sheriff's Office, in the Town of Richmond, Parish of Madison, Louisiana, and by levying on and attaching a certain debt evidenced by certified copies of several notes on file in the Clerk's Office of the District Court of this parish, the originals of which were withdrawn; the property of which a true and correct inventory is hereto annexed.

THOS. B. SCOTT,
Sheriff.

By J. W. COUCH,
Deputy Sheriff.

Inventory.

State of Louisiana, Ninth District, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666.

The following is a true and correct inventory of the property seized and attached in the above-styled suit, to wit:

and security in the sum of three thousand six hundred dollars, conditioned according to law. June 5th, 1843.

JOHN T. MASON,
Cl'k Dist. Court, Parish of Madison, La.

Petition indorsed: 666. Ninth Dist. Court, Parish of Madison. J. R. Marshall *v.* G. Gulf Rail Road and Banking Company. Filed 5th June, 1843. John T. Mason, Clerk. Amonett & Dunlap for petitioner.

Bond.

Know all men by these presents, that we, John R. Marshall, of New York, as principal, and Louis A. Collier, James J. Amonett, William Amonett, as securities, are held and firmly bound unto the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company of the State of Mississippi, in the sum of three thousand six hundred dollars, current coin of the United States, for value received, for the true and faithful payment of which we bind ourselves, our heirs and assigns, jointly and severally, firmly by these presents, this the fifth day of June, A.D. 1843.

The condition of the above obligation is such, that, whereas the above bounded John R. Marshall has this day presented to the Ninth District Court of the State of Louisiana, for the Parish of Madison, his certain petition, praying for a writ of attachment against the property and effects belonging to the Grand Gulf Rail Road Banking Company, and granted him accordingly. Now, if the said John R. Marshall shall well and truly pay and satisfy all such cost and damages as the said President, Directors, and Company, &c., shall sustain by the wrongful suing out of said writ of attachment, then the above obligation to be void, otherwise to remain in full force and virtue, this day and date above written.

(Signed) JOHN R. MARSHALL,
By his agent,
JAS. J. AMONETT,
LEWIS A. COLLIER,
JAS. J. AMONETT,
WILLIAM AMONETT.

Attest,
JAMES BRODEN.
Attest,
JOHN T. MASON,
Clerk.

Indorsed: 666 & Ninth District Court, Parish of Madison; J. R. Marshall *v.* Grand Gulf Rail Road & Banking Company; Bond; Filed 5th June, 1843. John T. Mason, Clerk.

Writ of Attachment.

State of Louisiana, Parish of Madison, Ninth District Court.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666.

State of Louisiana and said Court to the Sheriff of the Parish of Madison, greeting:

Whereas due proof has been made, before the Honorable the Ninth District Court, in and for said Parish of Madison, by James J. Ammett, agent and attorney in fact for John R. Marshall, that the Grand Gulf Rail Road and Banking Company are residents out of the State of Louisiana, and are justly indebted to said Marshall in the sum of two thousand dollars with interest. Now, therefore, you are commanded, in the name of the State of Louisiana and said Court, to seize and attach and take into your possession the goods and chattels, lands and tenements, rights and moneys, effects and credits of said Grand Gulf Rail Road and Banking Company, if any you find in said parish, sufficiently to pay said debt and costs of suit, and make due return thereof.

Witness, the Honorable Thomas Curry, Judge of said Court, this 7th day of June, A. D. 1843.

JOHN T. MASON,
Clerk of said Court.

Indorsed: 666; Ninth District Court, Parish of Madison; John R. Marshall *v.* Grand Gulf R. R. & Bg. Cy.; Writ of Attachment; Filed June 7th, 1843. A. R. Potter, D'y Cl'k.

Sheriff's Return.

Received, on the 7th day of June, A. D. 1843, and executed on the same day of the same month and year, by posting up a certified copy of this writ of attachment at the door of the Sheriff's Office, in the Town of Richmond, Parish of Madison, Louisiana, and by levying on and attaching a certain debt evidenced by certified copies of several notes on file in the Clerk's Office of the District Court of this parish, the originals of which were withdrawn; the property of which a true and correct inventory is hereto annexed.

THOS. B. SCOTT,
Sheriff.

By J. W. COUCH,
Deputy Sheriff.

Inventory.

State of Louisiana, Ninth District, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666.

The following is a true and correct inventory of the property seized and attached in the above-styled suit, to wit:

The following described property, right, and credits, belonging to the President, Directors, and Company, of the Grand Gulf Rail Road and Banking Company, viz.: Six certain notes drawn in favor of the aforesaid Banking Company, and described as follows, to wit:

1st. A note for two thousand six hundred and forty-six $\frac{45}{100}$ dollars, due three hundred and seventy days after date, dated the first of January, A. D. 1838; signed, Emeline Douglass, Stephen Douglass, John Booth, and Joseph A. Moore & Co.

2d. A note for three thousand six hundred dollars, due three hundred and seventy days after the 16th of January, A. D. 1838; dated May the 8th, A. D. 1838; signed Emeline Douglass, Stephen Douglass, Joseph H. Moore & Co., and B. Hughes.

3d. A note for eight thousand eight hundred dollars, due four months after date, and dated the 22d February, A. D. 1838; signed Emeline Douglass, Stephen Douglass, John Booth, and Passmore Hoopes, subject to a credit of three thousand eight hundred and forty-four dollars.

4th. A note for ten thousand dollars, due three hundred and seventy days after the 3d day of January, A. D. 1838; dated the 3d of May, A. D. 1838; signed Emeline Douglass, Stephen Douglass, John Booth, and Joseph H. Moore & Co.

5th. A note for two thousand dollars, due three hundred and seventy days after the 2d day of December, A. D. 1837; dated May the 8th, A. D. 1838; signed Emeline Douglass, Stephen Douglass, John Booth, and Summers and Watt.

6th. A note for three thousand dollars, due three hundred and seventy days after the 2d day of December, A. D. 1838; dated the 2d of May, A. D. 1838; signed Emeline Douglass, Stephen Douglass, John Booth, and Joseph H. Moore & Co.

Which notes were originally filed in suit 264 of the docket of the Ninth District Court, Parish of Madison, styled Grand Gulf Rail Road and Banking Company *v.* Stephen Douglass, and attaching all of the rights of actions of the defendants in said suit No. 264; also the following described judgments rendered in favor of said Bank: 1st. A foreign judgment, rendered on the 7th of June, A.D. 1841, in the County of Claiborne, State of Mississippi, for six thousand dollars and cost, styled the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company *v.* John W. Thompson, and made executory against said Thompson, in this State, on the 27th May, 1843, and on file in the Ninth District Court, Parish of Madison, No. 662 of the docket of said Court, with all of its rights of actions, &c., of whatsoever kind.

2d. A judgment, rendered in the Ninth District Court, Parish of Madison, on the 21st of May, 1841, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Susan Bettis et al., No. 347 of the docket of said Court, for the sum of two thousand seven hundred

and fifty dollars, with interest at the rate of eight per cent. per annum, from the 15th of February, A. D. 1840, till paid, and costs of suit, with a stay of execution on said judgment until the 1st day of January, 1842; a further stay of execution on three-fourths of said judgment until the 1st day of January, 1843; a further stay of execution on one-half of said judgment, until the 1st of January, 1844; and a further stay of execution on the remaining fourth and balance of said judgment, until the 1st day of January, A. D. 1845, recorded in Mortgage Book A, page 24, on the 22d day of May, 1841, in the Parish Judge's Office, Parish of Madison.

3d. A judgment, rendered on the 20th of May, A. D. 1842, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Jesse Stanbrough, James Graham, Stephen Douglass, in the Ninth District Court, Parish of Madison, No. 268 of the docket of said Court, for the sum of nine thousand and seventy-five dollars, with 7 per cent. interest from the 4th day of January, 1839, till paid, and cost of suit, with all of the rights, privileges, or rights of actions in said judgments, and recorded in the Parish Judge's office, in said Parish of Madison, on the 24th May, 1842, Book A, page 114.

4th. A judgment, rendered on the 21st day of May, A. D. 1841, in the Ninth District Court, Parish of Madison, in the suit of the Grand Gulf Rail Road and Banking Company *v.* No. 247, Moses Groves et al., for the sum of twelve thousand dollars, with interest at the rate of eight per cent. per annum, from the 23d of May, 1837, till paid, and cost of suit, recorded in the Parish Judge's office, Parish of Madison, on the 22d day of May, 1841, Book A, page 95.

5th. A judgment, rendered on the 21st of May, 1841, in the Ninth District Court, Parish of Madison, in the suit of the Grand Gulf Rail Road and Banking Company *v.* No. 248, Moses Groves, for the sum of ten thousand six hundred and thirty-eight $\frac{45}{100}$ dollars, with eight per cent. interest from the 12th of December, 1839, till paid, and costs of suits, with a stay of execution on said judgment until the 17th of April, 1842; a further stay of execution on three-fourths of said judgment until the 17th of April, 1843; a further stay of execution on the one-half of said judgment until the 17th of April, 1844; a further stay of execution on the remaining fourth and balance of said judgment until the 17th of April, 1845, with the privilege of paying up the whole or any part of said judgment previous to the 17th of April, 1845; recorded in the Parish Judge's office, Parish of Madison, on the 22d day of May, 1841, Book A, page 93 and 4.

Witness my signature, this 7th day of June, A. D. 1843, in the Parish of Madison, in the presence of the two undersigned witnesses.

J. W. COUCH,
Deputy Sheriff.

A. R. POTTER,
GEO. D. STRADBURNE.

Citation.

The State of Louisiana, John R. Marshall *v.* Grand Gulf Rail Road and Banking Company, No. 666, Ninth District Court, Parish of Madison: To President, Directors, and Company of the Grand Gulf Rail Road Bank, residing out of the State of Louisiana: You are hereby summoned, cited either to comply with the demand contained in the petition of the said John R. Marshall, of which a copy accompanies this citation, or to deliver your answer to the said petition at the office of the clerk of said Court, held in the town of Richmond, in said parish, within ten days after service hereof. Witness, the Honorable Thos. Curry, Judge of said Court, this 7th day of June, 1843.

[SEAL.] JOHN T. MASON,
Clerk of said Court.

Indorsed: 666. John R. Marshall *v.* Grand Gulf Rail Road Bank. Citation filed June 7th, 1843. A. R. Potter, Deputy Clerk.

Sheriff's Return.

Received on the 7th day of June, A. D. 1843, and served on the same day of the same month and year, by posting up a copy of this citation at the door of the Sheriff's Office, in the town of Richmond, and by reserving a copy of the petition to serve on the attorney appointed to represent the absentee Grand Gulf Rail Road and Banking Company. Parish of Madison, La., June 7th, 1843.

J. W. COUCH,
Deputy Sheriff.

Petition in No. 666 *and* 667.

To the Honorable the Judge of the Ninth Judicial District Court, holding sessions in and for the Parish of Madison, State of Louisiana:

The petition of John R. Marshall, residing in the State of New York, respectfully represents, that the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company, a banking institution incorporated by the legislature of the State of Mississippi, located and domiciliated in the town of Grand Gulf, in said state, doing and exercising banking business in the name and style of the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company, are justly and legally indebted unto your petitioner in the sum of two thousand three hundred and ninety-five dollars, with interest, as hereinafter set forth, for this, to wit: That on the first day of January, in the year of 1838, the said Banking Company made, executed, issued, and circulated unto the community as currency, their 23 bank bills or bank notes, each for the sum of one hundred dollars, marked letter A; all of said bills or notes are of the same tenor and date, made payable to H. Watt, or bearer, on demand, signed J. Callender, cashier, and J. P. Parker,

Citation.

The State of Louisiana, John R. Marshall *v.* Grand Gulf Rail Road and Banking Company, No. 666, Ninth District Court, Parish of Madison: To President, Directors, and Company of the Grand Gulf Rail Road Bank, residing out of the State of Louisiana: You are hereby summoned, cited either to comply with the demand contained in the petition of the said John R. Marshall, of which a copy accompanies this citation, or to deliver your answer to the said petition at the office of the clerk of said Court, held in the town of Richmond, in said parish, within ten days after service hereof. Witness, the Honorable Thos. Curry, Judge of said Court, this 7th day of June, 1843.

[SEAL.] JOHN T. MASON,
Clerk of said Court.

Indorsed: 666. John R. Marshall *v.* Grand Gulf Rail Road Bank. Citation filed June 7th, 1843. A. R. Potter, Deputy Clerk.

Sheriff's Return.

Received on the 7th day of June, A. D. 1843, and served on the same day of the same month and year, by posting up a copy of this citation at the door of the Sheriff's Office, in the town of Richmond, and by reserving a copy of the petition to serve on the attorney appointed to represent the absentee Grand Gulf Rail Road and Banking Company. Parish of Madison, La., June 7th, 1843.

J. W. COUCH,
Deputy Sheriff.

Petition in No. 666 and 667.

To the Honorable the Judge of the Ninth Judicial District Court, holding sessions in and for the Parish of Madison, State of Louisiana:

The petition of John R. Marshall, residing in the State of New York, respectfully represents, that the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company, a banking institution incorporated by the legislature of the State of Mississippi, located and domiciliated in the town of Grand Gulf, in said state, doing and exercising banking business in the name and style of the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company, are justly and legally indebted unto your petitioner in the sum of two thousand three hundred and ninety-five dollars, with interest, as hereinafter set forth, for this, to wit: That on the first day of January, in the year of 1838, the said Banking Company made, executed, issued, and circulated unto the community as currency, their 23 bank bills or bank notes, each for the sum of one hundred dollars, marked letter A; all of said bills or notes are of the same tenor and date, made payable to H. Watt, or bearer, on demand, signed J. Callender, cashier, and J. P. Parker,

president, described and designated by their respective numbers, as follows, to wit: the 1st note numbered 2022; 2. No. 2772; 3. No. 2008; 4. No. 2587; 5. No. 2463; 6. No. 1602; 7. No. 2040; 8. No. 2307; 9. No. 2603; 10. No. 2002; 11. No. 2490; 12. No. 1519; 13. No. 2491; 14. No. 2336; 15. No. 1946; 16. No. 1589; 17. No. 2009; 18. No. 1501; 19. No. 1683; 20. No. 1855; 21. No. 1516; 22. No. 2044; 23. No. 2055. And on the 23d day of September, in the year of 1835, the said Banking Company made, executed, issued, and circulated, as currency, their bank bill or note for the sum of fifty dollars, No. 817, made payable to D. Hunt, or bearer, on demand, signed J. Callender, cashier, and B. Hughes, president. And on the 21st day of May, in said year, said Banking Company made, executed, and issued, as currency, their bank bill or note for the sum of twenty dollars, No. 581, made payable to P. Hoopes, or bearer, on demand, signed J. Callender, cashier, and B. Hughes, president. And on the last-mentioned day said Banking Company made, issued, and circulated, as currency, their bill or note for five dollars, signed J. Callender, cashier, and B. Hughes, president, No. 72. And on the 1st day of January, in the year of 1838, the said Banking Company made, executed, and issued, as currency, their bank bill or note for the sum of twenty dollars, No. 1128, made payable to D. Hunt, or bearer, on demand. All of said bills or notes were, on the 8th day of May, A. D. 1838, duly presented at said bank, and payment duly demanded in gold or silver, which was refused by said bank, as per indorsements on the back of said bills or notes, made by the paying teller of said bank, all of which will more fully appear by reference to said bills or notes herewith filed in time for reference.

Your petitioner alleges that all of the above-described bills or notes were made, executed, issued, and circulated into the community as currency by the said Banking Company as aforesaid, at and from their banking-house, located in the said town of Grand Gulf, State of Mississippi; charges and alleges that since the execution and issuance of the above-described bills or notes by said bank as aforesaid, that said bank has entirely failed and refused, and still fails and refuses to redeem her bills or notes in specie on demand. Petitioner especially alleges that at the date of the 8th of May, A. D. 1838, and all times since said date, said bank has notoriously failed and refused to redeem her bills or notes when demanded, as she is bound to do by the provisions of its charter; and according to the laws of the State of Mississippi, and the usages and customs of said bank, your petitioner is entitled to interest at the rate of eight per cent. per annum, from the refusal of payment by said bank till paid. Your petitioner shows, that he is the legal owner and bearer of the above-mentioned and described bills or notes, issued by the defendants as currency at their banking-house, located in said town of Grand Gulf, in said State of Mississippi, signed by their President, and countersigned

by their principal Cashier of said bank, promising thereon and thereby to pay to the person on each bill or note mentioned, or bearer, on demand, the amount therein mentioned in money, and were transferable by delivery. Petitioner further shows, that the said Grand Gulf Rail Road and Banking Company is a corporation, established by a law of the State of Mississippi, and are liable to be sued, and that said corporation resides permanently out of the State of Louisiana, but own a large amount of property, goods and chattels, rights and credits, moneys and effects, being and situated in the Parish of Madison, Louisiana. Whereof, the premises considered, petitioner prays that the President, Directors, and Company, of the Grand Gulf Road and Banking, defendants in this case, be cited according to law, and answer to this petition, and prays that a curator *ad hoc* be appointed to represent the absent defendants, and on whom legal process may be served upon, the defendants having no known agents or attorney in this State on whom service can be made. And after all due legal proceedings are had in the premises, prays that general writs of attachments issue in the premises against all of the lands and tenements, goods and chattels, rights and credits, moneys and effects, belonging to the defendants in any manner whatever, or to a sufficient amount to satisfy petitioner's demands, &c.

Your petitioner prays that judgment be rendered in his favor, and that the said Banking Company be ordered, adjudged, and decreed to pay to your petitioner the sum of two thousand three hundred and ninety-five dollars, with interest at the rate of eight per cent. per annum, from the 8th day of May, A. D. 1838, till paid, and costs of suit, and prays that a commission issue to take depositions in and out of the State, and for general relief in the premises, as in duty bound, &c., and that the property attached be sold to satisfy said demands and cost.

AMONETTS & DUNLAP,
Attorneys for Petitioner.

Indorsed: 666 and 667. Ninth District Court, Parish of Madison. J. R. Marshall *v.* Grand Gulf Rail Road and Banking Company. Filed June 14th, 1843. A. R. Potter, Deputy Clerk. Amonetts & Dunlap for Petitioner.

Affidavit.

State of Louisiana, Parish of Madison. Ninth District Court, Parish of Madison.

James J. Amonett, agent and attorney in fact for the petitioner, John R. Marshall, being first duly sworn, deposeth, and saith, that the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company, are justly and legally indebted to the petitioner, John R. Marshall, in the sum of two thousand three hundred and ninety-five dollars, with interest as set forth in the within peti-

tion, and that the same is due and unpaid, and that said corporation resides permanently out of the State of Louisiana, to the best of affiant's knowledge.

J. J. AMONETT.

Sworn to and subscribed to before me this the 14th day of June, A. D. 1843.

A. B. POTTER,
Deputy Clerk.

Order.

Let an attachment issue, as prayed for in petition, on petitioner entering into bond and security in the sum of five thousand and sixty-five dollars, conditioned according to law, June 14th, 1843.

Ninth District Court, Parish of Madison.

A. B. POTTER,
Deputy Clerk.

Bond.

Know all men by these presents, that we, John R. Marshall, of New York, as principal, and Louis A. Collier, James J. Amonett, William Amonett, and William Dunnan, as sureties, are held and firmly bound unto the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company of the State of Mississippi, in the just and full sum of five thousand and sixty-five dollars, current coin of the United States, for value received, for the true and faithful payment whereof we bind ourselves, our heirs and assigns, jointly and severally, firmly by these presents. Executed and delivered this the 14th day of June, A. D. 1843. The condition of the above obligation is such, that whereas the above bounded John R. Marshall has this day presented to the Ninth District Court of the State of Louisiana, for the Parish of Madison, his certain petition, praying for a writ of attachment against the properties and effects of the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company, and granted him accordingly. Now if the said J. R. Marshall shall well and truly pay and satisfy all such cost and damages as the said President, Directors, and Company, &c., shall sustain by the wrongful suing out of said writ of attachment, then this obligation to be void, otherwise to remain in full force and virtue. This day and date above written.

(Signed) JOHN R. MARSHALL,
By his agent
JAS. J. AMONETT,
LOUIS A. COLLIER,
JAS. J. AMONETT,
WILLIAM AMONETT,
W. DUNNAN.

Attest,
JAMES BOWDEN.

Indorsed: 667. 9th District Court, Parish of Madison. J. R. Marshall *v.* Grand Gulf Rail Road and Banking Company. Bond filed June 14th, 1843. A. R. Potter, D'y Cl'k.

Writ of Attachment.

State of Louisiana, Parish of Madison, Ninth District Court.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 667.

The State of Louisiana and said Court to the Sheriff of the Parish of Madison, greeting:

Whereas due proof has been made, before the Honorable the Ninth District Court, in and for the Parish of Madison, by J. J. Amonett, agent and attorney in fact for John R. Marshall, that the Grand Gulf Rail Road and Banking Company are residents out of the State of Louisiana, and are justly indebted to said Marshall in the sum of two thousand three hundred and ninety-five dollars, with interest at the *at the* rate of eight per cent. per annum, from the 8th day of May, A. D. 1838.

Now, therefore, you are commanded, in the name of the State of Louisiana and said Court, to seize and attach and take into your possession the goods and chattels, lands and tenements, rights and moneys, effects and credits of said Grand Gulf Rail Road and Banking Company, if any you find in said parish, sufficient to pay said debt and costs of suit, and make due return thereof. Witness the Honorable Thomas Curry, Judge of said Court, this 19th day of June, A. D. 1843.

[SEAL.] JOHN T. MASON,
Clerk.
By A. R. POTTER,
Deputy Clerk of said Court.

Indorsed: 667. Ninth District Court. J. R. Marshall *v.* Grand Gulf Rail Road and Banking Company. Writ of Attachment. Sheriff. Filed June 20th, 1843. A. R. Potter, D'y Cl'k.

Sheriff's Return.

Received on the 19th day of June, A. D. 1843, and executed on the 20th day of the same month and year, by posting up a certified copy of this writ of attachment at the door of the clerk's office, at Richmond, in the Parish of Madison, La., and by levying on and attaching two judgments *v.* Jesse Stanbrough, in favor of the Grand Gulf Rail Road and Banking Company, Nos. 262 and 268 of the docket of the Ninth District Court; also two judgments in the Ninth District Court against Moses Groves et al., Nos. 247 and 248; also

a judgment against Susan Bettis et al., and rendered in favor of the Grand Gulf Rail Road and Banking Company, No. 347, which property is more fully described in a true and correct inventory hereto attached; and by giving to Horace H. Groves, administrator, &c., Gipson C. Bettis, and Jesse Stanbrough, that I had made such levy, and notifying them not to pay over to said bank the amount of said judgments until the final decision of this suit. Richmond, La., Parish of Madison, June 20th, A. D. 1843.

J. W. COUCH,
Dep'y Sheriff.

Inventory.

State of Louisiana, Ninth District Court, Parish of Madison.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 667.

The following is a true and correct inventory of the property attached by me in the above entitled suit, by virtue of a writ of attachment directed to me from the Ninth District Court, Parish of Madison, La., to wit: A judgment, rendered on the 7th of June, 1841, in the County of Claiborne, State of Mississippi, for six thousand dollars and costs, styled the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company *v.* John W. Thompson, and made executory against said Thompson, in this State, on the 27th May, A. D. 1843, and on file in the Ninth District Court, Parish of Madison, No. 662 of the docket of said Court, with all of its rights of actions, privileges, and communities, of whatsoever kind they be.

2d. A judgment, rendered in the 9th District Court, Parish of Madison, on the 21st of May, A.D. 1841, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Susan Bettis et al., No. 347 of the docket of said Court, for the sum of two thousand seven hundred and fifty dollars, with interest at the rate of eight per cent. per annum, from the 15th of Feb'y, 1845, till paid, and cost of suit.

3d. A judgment, rendered on the 20th of May, A.D. 1842, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Jesse Stanbrough, James Graham, Stephen Douglass, in solido, in the 9th District Court, Parish of Madison, No. 268, for the sum of nine thousand and seventy-five dollars, with 7 per cent. interest, from the 4th day of Jan'y, 1839, till paid, and costs of suit, with all of the rights, priveleges in said judgment.

4th. A judgment, rendered on the 21st day of May, A.D. 1841, in the 9th District Court, Parish of Madison, in the suit of the Grand Gulf Rail Road and Banking Company *v.* No. 247, Moses Groves et al., for the sum of twelve thousand dollars, with interest at the rate of eight per cent. per annum, from the 23d of May, A.D. 1839, till paid, and costs of suit.

5th. A judgment, rendered on the 21st of May, 1841, in the 9th District Court, Parish of Madison, in the suit of the Grand Gulf Rail Road and Bg. Company *v.* No. 248, Moses Groves, for the sum of ten thousand six hundred and thirty-eight $\frac{45}{100}$ dollars, with eight per cent. interest from the 12th of December, 1839, till paid, and costs of suit.

6th. A judgment, rendered on the 3d day of June, A.D. 1841, in the 9th District Court, Parish of Madison, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Jesse Stanbrough, No. 262 of the docket of said Court, for the sum of two thousand nine hundred and thirteen dollars, with 8 per cent. interest.

7th. A certain bill of exchange, dated the 20th Jan'y, 1836, at Port Gibson, drawn by Nicholson Barns, and payable to the order of Jesse Harper, for $4000, ten months after date, No. G. G. 446, indorsed Boquart and Hoopes, Jesse Harper and Hoopes, and Bogart, and now on file in the suit of the Grand Gulf Bank *v.* Nicholson Barnes, No. 377, 9th District Court, Parish of Madison, and all rights of actions in said suit.

Witness my signature, this 20th day of June, A.D. 1843, in the Parish of Madison, La., in presence of the two undersigned witnesses, who have signed with me, the said sheriff.

J. W. COUCH,
Deputy Sheriff.

E. CAVALIER,
ALEX'R T. STEELE.

Citation.

The State of Louisiana. 9th District Court, Parish of Madison.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY.

To G. Gulf Rail Road and Banking Company, residing out of the State of Louisiana: You are hereby summoned, cited either to comply with the demand contained in the petition of the said J. R. Marshall, of which a copy accompanies this citation, or to deliver your answer to the said petition, at the office of the Clerk of said Court, held in the town of Richmond, in said Parish, within ten days after service hereof. Witness, the Honorable Thomas Curry, Judge of said Court, this 19th day of June, 1843.

[SEAL.] A. R. POTTER,
D'y C'lk of said Court.

Indorsed: 667. 9th District Court. Citation to G. Gulf Rail Road and Banking Company. Sheriff. Filed June 20th, 1843. A. R. Potter, D'y Cl'k.

Sheriff's Return.

Received, on the 19th day of June, A.D. 1843, and served on the

20th day of the same month and year, by posting up a certified copy of this citation at the door of the clerk's office, in the town of Richmond, La., and by reserving a copy of the petition to serve on attorney appointed to represent absentee, Grand Gulf Rail Road and Banking Company. Parish of Madison, La., June 20th, A.D. 1843.

J. W. COUCH,
Deputy Sheriff.

Notice of Seizure to Jesse Stanbrough.

State of Louisiana.

9th District Court, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666.

To Mr. Jesse Stanbrough: Please take notice, that I have this day, by virtue of a writ of attachment to me directed, in the above-styled suit, from the 9th District Court, Parish of Madison, levied on two judgments against you, to wit, a judgment, rendered on 20th of May, 1842, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Jesse Stanbrough, James Graham, Stephen Douglass, in solido, in the 9th District Court, Parish of Madison, No. 268 of the docket of said Court, for the sum of nine thousand and seventy-five dollars, with 7 per cent. interest, from the 4th January, 1839, till paid. Also, a judgment, rendered on the 3d day of June, A.D. 1841, in the said 9th District Court, in the suit of Grand Gulf Rail Road and Banking Company *v.* Jesse Stanbrough, No. 262 of the docket of said Court, for the sum of two thousand nine hundred and thirteen dollars, with six per cent. interest, from until paid, and you are hereby notified that you are not to pay said debt to the said Grand Gulf Rail Road and Banking Company, until the final decision of this suit. Parish of Madison, La., June 19th, A.D. 1843.

J. W. COUCH,
Deputy Sheriff.

Indorsed: 666. Notice to Jesse Stanbrough. Filed June 21st, 1843. A. R. Potter, Deputy Clerk.

Sheriff's Return.

Served a copy of this notice of attachment on Jesse Stanbrough in person, at his domicile, on Roundaway Bayou, in this parish, the 20th day of June, A. D. 1843. Parish of Madison, Louisiana, June 21, 1843.

J. W. COUCH,
Deputy Sheriff.

Notice of Seizure to Jesse Stanbrough.

State of Louisiana.

Ninth District Court, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 667.

To Mr. Jesse Stanbrough: Please take notice, that I have this day, by virtue of a writ of attachment, to me directed, in the above suit, from the Ninth District Court, Parish of Madison, served on two judgments against you, to wit: A judgment rendered on the 20th of May, 1842, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Jesse Stanbrough, James Graham, Stephen Douglass, in solido, in the Ninth District Court, Parish of Madison, No. 268 of the docket of said Court, for the sum of nine thousand and seventy-five dollars, with 7 per cent. interest, from the 4th January, 1839, till paid; also a judgment, rendered on the 3d day of June, A. D. 1841, in said Ninth District Court, in the suit of Grand Gulf Rail Road and Banking Company *v.* Jesse Stanbrough, No. 262 of the docket of said Court, for the sum of two thousand nine hundred and thirteen dollars, with 8 per cent. interest from until paid; and you are hereby notified, that you are not to pay said debt to said Grand Gulf Rail Road and Banking Company until the final decision of this suit. Parish of Madison, Louisiana, June 26th, A. D. 1843.

J. W. COUCH,
Deputy Sheriff.

Indorsed: 667. Notice to Jesse Stanbrough. Filed June 21st, 1843. A. R. Potter, Deputy Clerk.

Sheriff's Return.

Served a copy of this notice of attachment, on the 20th day of June, A. D. 1843, on Jesse Stanbrough in person, at and residing at his domicile, in the Parish of Madison, Louisiana. Richmond, Louisiana, June 21st, 1843.

J. W. COUCH,
Deputy Sheriff.

Notice of Seizure to H. H. Groves, Administrator.

State of Louisiana.

Ninth District Court, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666.

To Mr. H. H. Groves, administrator of the estate of Moses Groves,

deceased: Please take notice, that I have this day, by virtue of a writ of attachment, to me directed, from the Ninth District Court, Parish of Madison, in the above-styled suit, levied on a judgment, rendered on the 21st day of May, A. D. 1841, in said suit, Ninth District Court, in the suit of the Grand Gulf Rail Road and Banking Company *v.* 247, Moses Groves et al., for the sum of twelve thousand dollars, with interest at the rate of eight per annum, from the 23d of May, 1839, till paid. Also a judgment, rendered on the 21st of May, 1841, in the Ninth District Court, Parish of Madison, in the suit of the Grand Gulf Rail Road and Banking Company *v.* 248, Moses Groves, for the sum of ten thousand six hundred and thirty-eight $\frac{45}{100}$ dollars, with eight per cent. interest, from the 12th of December, A. D. 1839, till paid, and you are hereby notified, that you are not to pay said debt to said bank until the final decision of this suit. Parish of Madison, Louisiana, June 19th, A. D. 1843.

J. W. COUCH,
Deputy Sheriff.

Indorsed: 666. Notice to H. H. Groves, Esq. Filed June 21st, 1843. A. R. Potter, Deputy Clerk.

Sheriff's Return.

Served a copy of this notice of attachment, on the 20th day of June, A. D. 1843, on H. Groves, by leaving it with Miss Groves, a free white person above the age of 14 years, at and residing at the domicile of H. H. Groves, on Bayou Vidal, in this parish. Parish of Madison, Louisiana, June 20th, 1843.

J. W. COUCH,
Dep'y Sheriff.

Notice of Seizure, to H. H. Groves, Administrator.

State of Louisiana, Ninth District Court, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 667.

To Mr. Horace H. Groves, administrator of the estate of Moses Groves, deceased: Please take notice, that I have this day, by virtue of a writ of attachment, to me directed, from the Ninth District Court, Parish of Madison, in the above-styled suit, levied on a judgment, rendered on the 21st of May, A. D. 1841, in said Ninth District Court, in the suit of the Grand Gulf Rail Road and Banking Company *v.* 247, Moses et al., for the sum of twelve thousand dollars, with interest at the rate of eight per cent. per annum, from the 23d of May, A. D. 1839, till paid; also a judgment, rendered on the 21st of May, A. D. 1841, in the Ninth District Court, Parish of

Madison, in the suit of the Grand Gulf Rail Road and Banking Company *v.* 248, Moses Groves, for the sum of ten thousand six hundred and thirty-eight $\frac{45}{100}$ dollars, with eight per cent. interest, from the 12th of December, 1839, till paid; and you are hereby notified, as the legal representative of the said Moses Groves, deceased, that you are not to pay said debt to said bank until the final decision of this suit. Parish of Madison, La., June 20th, A. D. 1843.

J. W. COUCH,
Dep'y Sheriff.

Indorsed: 667. Notice to H. H. Groves, Esq. Filed June 21st, 1843. A. R. Potter, Deputy Clerk.

Notice of Seizure to Gipson C. Bettis.

State of Louisiana, Ninth District Court, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666.

To Gipson C. Bettis, administrator, &c.: Please take notice, that I have this day, by virtue of a writ of attachment, to me directed, from the Ninth District Court, Parish of Madison, in the above-styled suit, levied on a judgment, rendered in the Ninth District Court, Parish of Madison, on the 21st day of May, A. D. 1841, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Susan Bettis et al., No. 347 of the docket of the Ninth District Court, Parish of Madison, for the sum of two thousand seven hundred and fifty dollars, with interest at the rate of eight per cent. per annum, from the 15th of February, 1840, till paid, and you are hereby notified, in your own right as well as heirs of Susan Bettis' estate, that you are not to pay said debt to said Grand Gulf Rail Road Bank until the final decision of this suit. Parish of Madison, La., June 19th, A. D. 1843.

J. W. COUCH,
Dep'y Sheriff.

Indorsed: 666. Notice to G. C. Bettis. Filed June 21st, 1843. A. R. Potter, Deputy Clerk.

Sheriff's Return.

Served a copy of this notice of attachment on the 21st of June, A. D. 1843, on G. C. Bettis. Parish of Madison, La., June 21st, 1843.

J. W. COUCH,
Dep'y Sheriff.

Sheriff's Return to Notice of Seizure to H. H. Groves, Adm'r.

No. 667. Copied on page 23. Return omitted through error.

Served a copy of this notice of attachment, on the 20th day of June, A. D. 1843, on H. H. Groves, by leaving it with Miss Groves, a free white person, apparently above the age of 14 years, at and residing at the domicile of H. H. Groves, in this parish. Parish of Madison, La., June 21st, 1843.

J. W. COUCH,
Dep'y Sheriff.

Notice of Seizure, to G. C. Bettis, in No. 667.

State of Louisiana, Ninth District Court, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 667.

To Gipson C. Bettis, administrator: Please take notice, that I have this day, by virtue of a writ of attachment, to me directed, from the Ninth District Court, Parish of Madison, in the above-styled suit, levied on a judgment rendered on the 21st of May, A. D. 1841, in the Ninth District Court, Parish of Madison, in the suit of the Grand Gulf Rail Road and Banking Company *v.* 347, Susan Bettis et al., for the sum of two thousand seven hundred and fifty dollars, with interest at the rate of eight per cent. per annum, from the 15th February, 1840, till paid, and you are hereby notified, in your own right as well as heirs of Susan Bettis' estate, that you are not to pay said Grand Gulf Rail Road Bank until the final decision of this suit. Parish of Madison, La., June 20th, A. D. 1843.

J. W. COUCH,
Dept. Sh'ff.

Indorsed: 667. Notice to Gipson C. Bettis. Filed June 21st, 1843. A. R. Potter, Dep. Cl'k.

Sheriff's Return.

Served a copy of this notice of attachment, on the 21st of June, A.D. 1843, on G. C. Bettis. Parish of Madison, La., June 21st, 1843.

J. W. COUCH,
Dept. Sh'ff.

Minutes.

On the 21st day of November, A.D. 1843, the following entry was made on the minutes of the Court, page 478, Book A:

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 & 667.

On motion of plaintiff's counsel these suits are consolidated. R. C. Stockton, Esq. is appointed curator *ad hoc*, to represent the absentees.

And on the 25th day of November, A.D. 1843, the following entry was made on the minutes of the Court, page 508:

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 & 667.

In this case, the defendants having failed to appear, either in person or by their counsel, after the delay provided by law, judgment by default is rendered against them.

And on the 28th day of November, A.D. 1843, the following entry was made on the minutes of the Court, page 516:

J. R. MARSHALL
v.
GRAND GULF R. R. BANK. } 666 & 667.

Time extended to the next term, to correspond and answer, and case continued.

And on the 7th day of May, 1844, the following entry was made on the minutes of the Court, Book B, page 5:

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 & 667.

Answer filed, and petition of intervention of assignees filed by leave of the Court.

Answer.

Ninth Judicial District Court. Consolidated Cases.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666 & No. 667.

Defendants, for answer, deny generally all the allegations in plaintiff's petition contained, and especially deny that any of their property had been attached. And they pray to be dismissed, and for all general relief.

H. H. STRAWBRIDGE,
For Def't.

Indorsed: 666 & 667. John R. Marshall *v.* Grand Gulf R. R. Bg. Co. Answer. Filed May 7th, 1844. J. W. Couch, D'y Clerk.

Petition of Intervention of Assignees.

Consolidated Cases.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666 & No. 667.

To the Hon. Judge of the Ninth Judicial District Court, State of Louisiana: The prayer of Alfred Ingraham and George Read, residing in the State of Mississippi, respectfully shows: that, by an act duly executed in the State of Mississippi, in the month of February, 1842, and by subsequent acts, the defendants conveyed and transferred to your petitioners, as assignees, for the use and benefit of all the creditors of said defendants, their whole property, including that attached in the present suit; all which, long before the institution thereof, was delivered to your petitioners, as the plaintiffs and garnishees were fully informed. Your petitioners, therefore, pray leave to intervene herein, and, opposing the plaintiff's demand, to claim the property attached. They annex hereto the above-mentioned deed of assignment, for greater certainty. And further pray for such general relief as the nature and exigencies of their case may require.

H. H. STRAWBRIDGE,
Counsel for Intervenors.

Indorsed: 666 & 667. John R. Marshall *v.* Grand Gulf R. R. and Bg. Co. Intervention of Assignees. Filed May 7th, 1844. J. W. Couch, D'y Cl'k.

Minutes.

On the 7th day of May, A.D. 1844, the following entry was made on the minutes of the Court, Book B, page 8:

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY.

Sheriff has leave to amend his return.

And on the eighth day of May, A.D. 1844, the following entry was made on the minutes of the Court, Book B, page 12:

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 & 667.

Amended petition filed by leave of the Court. Answer to petition of intervention filed.

Amended Petition.

Ninth District Court, Parish of Madison.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 and 667.

The plaintiff, by his counsel, by leave of the Court first had and obtained, amends his original petition, and prays for trial by jury, and for general relief, &c.

AMONETT & DUNLAP,
Attorneys for Plaintiffs.

Indorsed: 666 and 667. 9th Dist. Court. J. R. Marshall *v.* Grand Gulf Rail Road and Banking Co. Amended Petition. Filed, May 8th, 1844. J. W. Couch, D'y Clk.

Answer to Petition of Intervention.

Ninth District Court, Parish of Madison.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 and 667.

The plaintiff in this suit, for answer to the demand contained in the petition of intervention of Alfred Ingram and George Read, claiming to be assignees of the defendant, denies each and every allegations therein set forth, except such as may hereafter specially admitted; shows that by the laws of the State of Mississippi, where said bank was chartered and located, that all banks are prohibited from assigning any evidence of indebtedness, and deny that the intervenors, by virtue of the assignment made to them by said bank, have any interest or title to the property in dispute in this suit; shows that said assignment is illegal, void, and made in bad faith on the part of said bank, for the purpose of defrauding a portion of her creditors, and for the purpose of favoring others. Wherefore, respondent prays that the demands of said intervenors be dismissed and rejected, with costs, &c.

AMONETT, DUNLAP & SNYDER.

Indorsed: 666 and 667. 9th District Court. J. R. Marshall *v.* G. G. R. & B. Company. A. Ingram and G. Read, intervenor, &c. Answer to Intervention. Filed, May 8th, 1844. J.W. Couch, D'y Clk.

AMONETT, DUNLAP & SNYDER,
Attorneys for Plaintiff.

Minutes.

On the 8th day of May, A.D. 1844, the following entry was made on the minutes of the Court, pages 14 and 15, Book B.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 and 667.

This case this day came on for trial. Whereupon, the following jurors were empanelled, to wit, Ebenezer Fatheree, James Forbes, James C. Ross, William Hanvell, Thomas P. Roe, Philip Maher, Robert Fors, James Graham, Wm. Curry, Anthony Hoggalt, Wm. W. Walton, Wm. Purvis, each of whom, the oath by law having been duly administered, the Court proceeded with the trial of the above cause, and pending the trial of, the Court adjourned. Peremptory exceptions of defendant, and agreement of counsel filed.

Peremptory Exceptions.

Ninth Judicial District Court.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666 and 667.

Defendants, for peremptory exception founded on law, plead that plaintiff's claim is extinguished by a prescription of five years and upwards, and is no longer due, if even due.

H. H. STRAWBRIDGE,
For Defendants.

Indorsed: Filed, May 8th, 1844. J. W. Couch, D'y Clk.

Agreement of Counsel.

Ninth District Court, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CO. } 666 and 667.

The plaintiff offered in evidence, on the trial of the above causes, forty-nine bank bills or notes, issued by the defendants as currency, as are described and sued on in plaintiff's petition, Nos. 666 and 667. It is admitted by the defendants and intervenors in said suits, Nos. 666 and 667, that the signatures of J. Callendar, attached and signed to each note or bill sued on, are genuine, and that said Callendar was cashier for said defendants at the time of signing said bills or notes.

2. It is admitted by said defendants and intervenors that the signature of J. P. Parker and B. Hughes, attached and signed to said bills or notes sued on, are genuine, and that said Parker and Hughes signed said bills or notes as presidents for said defendants, and were presidents at the time of signing said bills or notes for said bank, the defendants.

3d. It is admitted by said defendants and intervenors that the signatures of Clar. A. Whiteman and Chas. English, attached and signed to said bills or notes sued on, was indorsed on the back of said bills or notes by said Whiteman and English as tellers of said bank, the defendants, at the date mentioned on the back of said bills or notes, and that said Whiteman and English were tellers of said defendants at the time of signing said bills or notes.

4th. It is admitted by said defendants and intervenors that the purpose of indorsing said bills or notes by said Whiteman & English were to enable the holder or holders of said bills or notes to recover interest on the bills or notes from the time of their indorsements, and that said Whiteman and English were tellers for said defendants at the time of signing or indorsing said bills or notes, and that said indorsements were made in pursuance of the laws of Mississippi and the charter of said bank, for defendants and intervenors.

H. H. STRAWBRIDGE.

Indorsed: 666 & 667. Agreement. Filed May 8th, 1844. J. W. Couch, D'y Clerk.

Evidence.

Statement of Facts. Plaintiff's Evidence.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY.

Statement of Facts by Agreement of the Parties.

A. 49 bank bills, No. 1 to 49, inclusive. Agreed, that if an appeal be taken, the original bills may be taken up.

Charter of the Grand Gulf Rail Road & Banking Company, and different act.

B. It is agreed, that in case an appeal be taken, that the paper B, the original, may be taken up.

Admitted, that James J. Amonett was legally authorized to make the oath of attachment by proper power of attorney from plaintiff.

Evidence of the Defendant and Intervenor.

Alfred Ingraham, called by defendant and intervenor, says, the original of the assignment is in the hands of James H. Murry, attorney for the bank in the State of Mississippi. It was not in the power of witness to procure it, being necessary to use it there in a Court of Justice.

Plaintiff's Evidence.

Sect. 21st. Section of an act of the Legislature of the State of

Mississippi, passed June 13th, 1832, from page 452 to 460, inclusive, in the Revised Code of Mississippi, C.

Act of the legislature of the State of Mississippi, dated 21st Feb'y, 1840. Section 7th, D.

I do hereby certify that the above and within statement of facts contains all the evidence and documents adduce on the trial of the cause, and which was taken down by the Judge by consent, May Term, 1844.

E. K. WILLSON,
Judge 9th District.

Indorsed: J. R. Marshall *v.* Grand Gulf Rail Road & Banking Company. Statement of facts. Filed May 9th, 1844. J. W. Couch, D'y Clerk.

Minutes and Judgment.

On the 9th day of May, A.D. 1844, the following entry was made on the minutes of the Court, pages 17 and 18, Book B.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 & 667.

This case was again taken up for trial and the jury empanelled. The evidence being closed, the case was argued, and after hearing both parties, by their counsel, Philip Maher was appointed foreman of the jury. The jury then retired to deliberate upon their verdict; and having returned into Court with their verdict, it was duly read and agreed to, and ordered to be recorded as follows, to wit: "We, the jury, find a verdict for the plaintiff against defendants for the sum of twenty-three hundred $2320 and twenty dollars, with interest at the rate of eight per cent. per annum, from the 8th day of May, 1838, until paid; for the sum of sixteen hundred and fifty dollars, with interest at the rate of eight per cent. per annum, from 4th January, 1841, until paid; for seventy-five dollars, with five per cent. interest from the 8th day of May, 1838, until paid; for the sum of three hundred and fifty dollars, with five per cent. interest, from 4th January, 1841, until paid; making in all $4395, with interest as above set forth." Whereupon the Court rendered the following judgment, to wit:

"By reason of the law and the evidence, and the verdict of the jury being in favor of the plaintiff, and against the defendants and intervenors, it is therefore ordered, adjudged, and decreed, that the plaintiff, John R. Marshall, do recover of the Defendants, the President and Directors of the Grand Gulf Rail Road and Banking Company, four thousand three hundred and ninety-five dollars, with interest at the rate of eight per cent. per annum, on twenty-three hundred and twenty dollars, from the 8th day of May, 1838, till paid; and the like rate of interest on sixteen hundred and fifty dollars, from the 4th day of January, 1841, till paid; and five per cent. interest on

three hundred and fifty dollars from the 4th day of January, 1841, till paid; and five per cent. interest on seventy-five dollars from the 8th May, 1838, till paid, with a preference and privilege upon the property, rights and credits attached; and it is further decreed that the property, rights and credits attached be sold according to law to satisfy this judgment, and all costs of suit; and it is further decreed, that the demand of the intervenors be rejected with costs, as in case of nonsuit. Bill of exceptions filed by leave of the Court."

Minutes.

On the ninth day of May, 1848, the following entry was made on the minutes of the Court Book B, page 20.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 and 667.

Motion for new trial filed, and the motion for new trial overruled; appeal bond of defendants and intervenors filed.

Bill of Exceptions.

Charge to the Jury. Defendants' Points.

1st. That the law of Mississippi, giving 8 per cent. interest, not being in evidence, the case must be governed by the law of Louisiana, giving five per cent. from the date of instituting suit.

2d. That interest at 12 per cent. not being claimed, cannot be recovered, and that the law giving 12½ per cent., passed in 1836, being subsequent to the charter of the bank, not having been accepted by it, is not binding on it, as it would be a violation of the contract between the bank and the State, and consequently unconstitutional.

Ninth Judicial District.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 and 667.

Be it remembered, that on this cause going to the jury, the defendants requested the Court to charge to the above effect; that the Court refused, and charge, that on the bills dated prior to the act of 1836, interest at 5 per cent. might be recovered from the date of presentation, and that under the law giving 12½ per cent., passed in 1836, interest at 8 per cent. from presentation might be recovered on all notes drawn since that date.

E. K. WILLSON,
Judge Ninth District.

Indorsed: 666 and 667. Bill of Exceptions. Filed May 9th, 1844, W. J. Couch, Deputy Clerk.

Bill of Exceptions.

No. 1.

Ninth Judicial District Court.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666 and 667.

Be it remembered, that on trial of this cause the defendants and intervenors offered in evidence the documents marked Z, hereto annexed, and made part of this bill of exceptions, being a copy of the deed of assignment under which they claim, certified under the Congressional Act of 1804; to which plaintiffs objected on the ground, that the original should have been produced or accounted for, and that the document offered was but a copy of a copy on its face, and further offered in evidence a statute of Mississippi, mentioned in bill No. 2. The Court sustained the objections, and defendants and intervenors took this their bill of exceptions.

E. K. WILLSON,
Judge Ninth District.

No. 2.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 and 667.

Be it remembered, that on trial of this cause, the plaintiffs, to sustain their objections set forth in bill No. 1, offered in evidence a statute contained in a volume of the law of Mississippi, and entitled An act cancelling conveyances, passed June 13th, 1822, to which volume was annexed, with the great seal of State, a certificate in these words: I, Lewis Galloway, Secretary of the State of Mississippi, do hereby certify, that the annexed statute the Revised Code contain the law of the State of Mississippi as filed in my office, with the exception of so much as has been repealed by subsequent legislation. In testimony whereof, I have affixed the great seal of the State. Given under my hand at the City of Jackson, this 18th day of April, 1843, Lewis G. Galloway, Secretary of State. To which defendants and intervenors excepted, on the ground that the certificate was insufficient and informal, and did not show which laws were repealed. The Court overruled the objection, and the parties objecting took this their bill of exceptions.

E. K. WILLSON,
Judge Ninth District.

Ninth Judicial District Court.

No. 3.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666 and 667.

Be it remembered, that on trial hereof, defendants and intervenors offered to prove the execution of the original of the assignment of intervenors without producing such original, the evidence of John Perkins and James G. Gordon, who stated in their evidence that they were stockholders of the defendant, the Grand Gulf Bank, but had consented to an assignment of the property of the bank to A. Ingraham and G. Read, for the benefit of the creditors of the bank, they retaining a residuary interest in such property as might remain after the creditors were satisfied. Plaintiffs objected to their evidence being introduced, on the ground that the witnesses were stockholders, and on the score of interest, and was sustained by the Court. Whereupon defendant and intervenor took this bill of exceptions.

E. K. WILLSON,
Judge Ninth District.

Indorsed: Nos. 666 & 667; 5 Bills of Exceptions of Defendant and Intervenors. Filed May 9th, 1844. J. W. Couch, D. C.

Doc. Z, annexed to Bill of Exceptions.

Whereas, on the tenth day of February, in the year of our Lord eighteen hundred and forty-two, the President and Directors of the Grand Gulf Rail Road and Banking Company executed a deed of assignment and trust of all its property and effects to John Lindsay and Alfred Ingraham, which deed of trust was made to secure and pay the debts due by the said President and Directors of the Grand Gulf Rail Road and Banking Company, and is in the words and figures following, to wit:

This Indenture, made the tenth day of February, in the year of our Lord one thousand eight hundred and forty-two, by and between the President and Directors of the Grand Gulf Rail Road and Banking Company of the one part, and John Lindsay and Alfred Ingraham, of the County of Claiborne and State of Mississippi, of the other part. Whereas the party of the first part are indebted to sundry persons and bodies corporate in divers sums of money, which, from various causes, the said party of the first part are unable at present fully to pay and satisfy, but are desirous of providing an adequate security for the payment and satisfaction of the same in a just and equitable manner.

Now this Indenture witnesseth, that the said party of the first part, as well for the consideration aforesaid as for and in considera-

tion of the sum of one dollar, to them in hand paid by the party of the second part at and before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, aliened, enfeoffed, released, confirmed, assigned, delivered, transferred, and set over, and by these presents do grant, bargain, sell, alien, enfeoff, release, confirm, assign, deliver, transfer, and set over, unto the said party of the second part, all, and singular the lands, tenements, hereditaments, stocks, goods, chattels, rights, credits, moneys, property, and effects, of the said party of the first part, whatsoever and wheresoever, saving and excepting only the estate, property, and effects contained, described, and set forth in a certain schedule hereunto annexed, sealed with the seal of the said party of the first part, and bearing even date herewith: to have and to hold all and singular the premises hereby given, granted, assigned, and transferred, or intended so to be, to the said party of the second part, and to the survivor of them, and the heirs, executors, administrators, and assigns, of such survivor, to and for their and his own use and benefit and behoof forever, as joint-tenants, and not as tenants in common. In trust, nevertheless, to and for the following uses, intents, purposes, and trusts, and to and for none other whatsoever: That is to say, in trust, in the first place, to enter upon the real estate hereby granted, and to sell, dispose of, and convey the same in fee simple, or for any less estate, by public or private sale, for the best price that can be obtained for the same, for cash or on credit, as to them may seem most expedient, and to give receipts for the purchase-money, so that the purchaser or purchasers shall not be accountable for the same; and in the meantime, and until sales shall be made, to receive the rents, issues, and incomes of the said real estate, and pay the charges thereon, and to sell, dispose of, assign, and transfer, all the personal estate, property, and effects hereby assigned, transferred, and set over, by the party of the first part to the party of the second part, for the best price that can be obtained for the same for cash or on credit, as to them shall seem most expedient; and to receive in payment of the same, and in payment of the real estate so as aforesaid sold and conveyed, the notes and other evidences of debt of the party of the first part, if the said party of the second part shall deem it expedient so to do. And in the next place in trust to ask, demand, sue for, recover, receive, collect, and get in all and singular the debts and moneys due and owing to the party of the first part, and hereby assigned; and at their discretion, to compromise and compound for the same, and, in payment of the same, to take real or personal estate, and receive the notes and other evidences of debts of the party of the first part; and the moneys so received, collected, and got in, as well as the proceeds of the said real and personal estate, safely to keep and apply to and for the uses and purposes herein declared. That is to say: in the first place to pay and discharge all reasonable and necessary

expenses, costs, and charges, attending the execution of this trust, in which it is especially understood and agreed, that there shall be included to be charged by and allowed to the said John Lindsay, five thousand dollars per annum, and to the said Alfred Ingraham the sum of four thousand dollars per annum, respectively, so long as they shall respectively devote their time and attention to the business and concerns of this trust, so far as the same shall be required. Provided always, that if at any time hereafter any creditor or creditors of the said party of the first part interested in this trust, to the amount together of two hundred and fifty thousand dollars, or more, shall require the parties of the second part to call a meeting of all the creditors so interested for the purpose of diminishing, enlarging, or revoking, such allowance to the assignees above-mentioned, or any of them, that it shall then be the duty of the said party of the second part, to call such meeting to be held, at some convenient place to be by them appointed, of which sixty days' notice shall be published in one or more papers of the County of Claiborne and State of Mississippi, and of the Cities of New York, Philadelphia, and New Orleans, at least eight times during the said period of sixty days; and at such meeting a majority in number and value of all said creditors shall then and there have power to diminish, increase, or revoke the said allowance accordingly; and in case of such diminution or revocation, then the trust of this indenture, no relation to such allowance, shall thereafter conform to such order of the creditors aforesaid, saving, nevertheless, in that event, to the parties of the second part, and each of them, their right to such compensation as a competent tribunal shall, in this behalf, hold them to be respectively entitled to for their services in the execution of this trust. And, in the second place, to pay off, discharge, and satisfy, all the judgments heretofore entered and obtained against the said party of the first part, in any Court or before any magistrate in the State of Mississippi, together with the interest, costs, and charges, accruing thereon. And, in the third place, fully to indemnify and save harmless, all sureties from any loss or damage which they, or any of them, have sustained or may sustain for or by reason of any suretyship, engagement, or responsibility of any kind whatsoever, which they respectively have entered into for, on, or behalf of the said party of the first part to these presents. And, in the fourth place, from time to time, as often as they shall have moneys in hand of sufficient amount for a dividend, to divide and distribute the same ratably and equally in and towards the payments of all and every the debts of the said party of the first part, and the interest accrued thereon, so that each creditor may participate ratably and alike in every such dividend, until all the said debts, and the interest accrued thereon, shall be fully paid off and discharged.

And in further trust from and after the payment and discharge of the debts intended to be secured and provided for by this indenture,

in full with interest, then to retransfer, convey, and pay over to the said party of the first part, their successors and assigns, whatever may remain of the premises hereby *hereby* granted or assigned; and all moneys, credits, and effects which may have been raised therefrom, or from any part thereof, and not applied to the purposes of this trust, herein and hereby created, together with all deeds, papers, immunity of title, evidences, and securities relating thereto: provided always, nevertheless, and it is hereby expressly declared, understood, and agreed, as the condition of this indenture, and the trusts herein and thereby created, that before the said trustees, their successors or assigns, shall proceed to make or declare any dividend of the moneys raised or collected as aforesaid, they shall give sixty days' notice of their intention so to do, in one or more newspapers published in the cities of New York, Philadelphia, and New Orleans, and in the County of Claiborne, at least eight times during the said sixty days, calling upon the claimants to come forward and prove their debts, and such dividend shall be declared and made only on the amounts so brought forward and proved, and no creditor shall be entitled to claim or receive such dividend who shall not have brought forward and proved his, her, or their debt or debts, before the time appointed for making and declaring such dividends. But if any further dividends shall thereafter be made, such neglecting or defaulting creditors, bringing forward and proving his, her, or their claim or claims, in time therefore as aforesaid, shall be entitled to receive, in addition to such dividend, an amount equal to the rate of dividend or dividends which shall have been before made and paid, and so on from time to time, until a final dividend shall be declared and made, which final dividend the said trustees, their successors and assigns, are hereby authorized and required to declare and make, whenever the moneys, arising from the premises hereby granted and assigned, shall, by the payment of the final dividend, be disposed of and exhausted, or when all the creditors, who have brought forward and proved their claims, shall be paid in full, principal and interest, it being understood, however, that no interest shall be paid until the final dividend, and from and after such final dividend no creditor shall have any claim upon the remaining fund, if any there be, nor upon the said trustees, their successors or assigns, for or by reason of these presents or the trusts herein or hereby created; but the same, excepting the trust for reconveying the surplus to the said party of the first part, their successors or assigns, shall thenceforth cease, determine, and be at an end: Provided also, and it is expressly understood and agreed, that if the said party of the first part, their successors and assigns, shall at any time pay off and discharge the said debts, then and from thenceforth the trust herein and hereby created, or so much thereof as shall remain unexecuted, shall cease and be determined, and the whole of the trust property then remaining shall be conveyed, trans-

ferred, and be delivered to the said party of the first part, their successors or assigns. And it is hereby expressly agreed by and between the parties of these presents, as a condition and part thereof, that the said trustees, their successors and assigns, shall not be answerable for the acts, omissions, or defaults of each other, but only each for his own acts, omissions, and defaults, and that they shall not be answerable for the misconduct, omission, or defaults of any agent or agents they may find it necessary to employ, but that they shall be accountable only for the exercise of fair and reasonable skill and judgment, as well in the appointment of such agent or agents as in the general management of the trust hereby created, if the same be executed in good faith and intention; and the better to enable the party of the second part, their successors and assigns, to execute the said trusts, the said party of the first part do hereby make, constitute, and appoint them their true and lawful attorneys and attorney, irrevocable in the premises, for them and in their name or otherwise, but to and for the uses, intents, and purposes of this trust, and at the costs and charges of the same, to ask, demand, sue for and recover, and receive all and every sum or sums of money due, or to become due, by reason of any matter or thing herein and hereby granted and assigned, or intended so to be, and to give receipts and acquittances for the same, and generally to act and do as fully and effectually in the premises as they themselves might or could do, and substitute or substitutes, one or more, under them to nominate and appoint, and again at pleasure to revoke such nominations or appointments, hereby ratifying and confirming whatsoever they or their said substitute or substitutes may lawfully do in the premises. In witness whereof the said parties have hereunto interchangeably set their hands and seals, the said President and Directors of the Grand Gulf Rail Road and Banking Company of the first part, acting by their President, John Lindsay, at Grand Gulf, the day and year first above written. The words "the," in the fourth line from the top of the second page, "to take real or personal estate and" in the twentieth line from the top of the second page; the word "one," in the fifth line from the bottom of the fourth page, and the words "or otherwise," in the third line from the bottom of the fifth page, were interlined before executing.

[SEAL.] J. LINDSAY,
President.

We accept the trust created by the above indenture of assignment this twenty-fifth day of February, in the year of our Lord one thousand eight hundred and forty-two.

JOHN LINDSAY, [SEAL.]
ALFRED INGRAHAM, [SEAL.]

State of Mississippi, Claiborne County.

Before me, the subscribed, Judge of the Probate Court of the

county aforesaid, appeared the above-named John Lindsay, Esq., to me personally known as the president of the corporation above-named, The President and Directors of the Grand Gulf Rail Road and Banking Company, who, being duly sworn according to law, did depose and say, that he executed the above-written indenture, as president of the said corporation, and that the above impression is the common seal of the said corporation, thereto duly affixed by the authority of the board of directors, and that the said indenture is sealed and delivered as the proper act and deed of the said President and Directors of the Grand Gulf Rail Road and Banking Company, for the uses, intents, and purposes therein set forth. Given under my hand and seal, this 25th day of February, A.D. 1842.

WM. M. RANDOLPH, [SEAL.]
Judge of Probate C. C.

Schedule of the estate, property, and effects, excepted and reserved in the foregoing indenture of assignment annexed thereto, and sealed with the common seal of the President and Directors of the Grand Gulf Rail Road and Banking Company, at Grand Gulf, on the 10th day of February, 1842, by authority of the said President and Directors, viz.:

A note, executed by D. B. Patterson, R. S. Bland, Jo. Harper, dated Grand Gulf, December 6th, 1837, payable to the President and Directors of the Grand Gulf Rail Road and Banking Company, 4 months after date thereof, for	$1,500 00
Entitled to a credit, July 15th, 1835, of . .	1,139 52
A note, executed by Benj. F. Stocktord, Harper, Carpenter & Co., in liquidation, A. Twinstall & Co., in liquidation, L. P. Maxwell, dated Grand Gulf, 21 March, 1839, payable to the President and Directors of the Grand Gulf Rail Road and Banking Company on the 15th November, 1839, for .	1,060 00
A note, executed by A. Twinstall, J. Harper, Summers & Watt, dated Grand Gulf, 19th December, 1836, payable to the President and Directors of the Grand Gulf Rail Road and Banking Company, thirteen months after the 23d of December, 1836, for .	1,500 00
A note, executed by A. Twinstall & Co. in liquidation, Harper, Carpenter & Co., Summers & Watt, dated Grand Gulf, 24th December, 1837, payable to the President and Directors of the Grand Gulf Rail Road and Banking Company, thirty days after the 30th December, 1837, for	600,00

A note, executed by Elt. West, for $718 $\frac{76}{100}$, dated Port Gibson, September 24th, 1838, payable on the first of March, 1839, to J. O. Pierson & Co., or order, and indorsed by J. O. Pierson & Co., and

by Muir, Moore & Co., negotiable and payable at the Bank of Port Gibson, and protested for non-payment at maturity.

A bill of exchange, drawn by Buck & Jones on Davis Woosans McCall, Vicksburg, Miss., for $1000, dated at Grand Gulf, January 11th, 1837, payable thirty days after date, to the order of Sawyer & Willroy, and indorsed by them and A. Twinstall & Co., and protested for non-payment at maturity.

A bill of exchange, drawn by Wm. M. Brown on Bogart & Hoopes, of New Orleans, and by them accepted, on the 20th of November, 1835, for $1525, dated Port Gibson, 13th November, 1835, payable four months after sight to the order of Joe. H. Moore & Co., and indorsed by them and Robt. G. Green, and protested for non-payment at maturity.

[SEAL.] J. LINDSAY,
President.

State of Mississippi, County of Claiborne.

I, Frederick J. Poor, Clerk of the Probate Court in and for said county, do hereby certify that the within and foregoing deed of assignment, was filed in my office for record, on the 25th day of February, A.D. 1842, and that the same is now duly recorded in my office, in Book W, page 20, 21, 22, 23, 24. Given under my hand and official seal, at Port Gibson, this 6th day of April, A.D. 1842.

FRED'K J. POOR,
Clerk.
By H. CARPENTER,
D. C.

And whereas, the said John Lindsay and Alfred Ingraham accepted the trusts of said deed, took unto their possession and control the property and effects, and entered upon the execution of the trusts thereof; and whereas, since the execution of said deed of trust, and the acceptance thereof by said John Lindsay and Alfred Ingraham, the said John Lindsay has departed this life; and whereas, the duties necessary to a proper fulfilment and discharge of the said trusts are extremely onerous, and it is utterly impossible for the said trust to be effectually carried into execution, and the interest of the creditors of the said President and Directors of the Grand Gulf Rail Road and Banking Company to be properly protected without the appointment of an additional trustee, the amount of business involved, and the proper execution of said trusts require that another trustee should be appointed in the place of said John Lindsay, deceased.

It was therefore deemed proper and advisable by the said President and Directors of Grand Gulf Rail Road and Banking Company, the said Alfred Ingraham, and by various creditors of the said President and Directors of the Grand Gulf Rail Road and Banking Company, that George Read, of the County of Claiborne, and State of Mississippi, should be associated as a co-trustee with the said Alfred

Ingraham, for the accomplishment and due execution of the foregoing deed of trust. And whereas, the said George Read has agreed to be associated and to act with the said Alfred Ingraham as co-trustee as aforesaid, in the place of the said John Lindsay, deceased, subject to the same duties and responsibilities, and to receive the same remuneration that the said Lindsay received as trustee as aforesaid: therefore, to accomplish these purposes, and to more effectually carry into effect the provisions and trusts in the foregoing deed of assignment mentioned, this indenture witnesseth, that the said President and Directors of the Grand Gulf Rail Road and Banking Company, and the said Alfred Ingraham, for the consideration aforesaid, and for the further consideration of five dollars, to them in hand paid by the said George Read, the receipt of which is hereby acknowledged, have granted, bargained,sold, aliened, enfeoffed, released, confirmed, assigned, delivered, transferred, and set over, and by these presents do grant, bargain, sell, alien, enfeoff, release, confirm, assign, deliver, transfer, and set over unto the said Alfred Ingraham, and to the said George Read, and to the survivor of them, and to the heirs, executors, administrators, and assigns of such survivor, all and singular the lands, tenements, hereditaments, stocks, goods, chattels, rights, credits, moneys, property, and effects, in the aforesaid deed of trust, made by the said President and Directors to the said John Lindsay and Alfred Ingraham, mentioned and contained, and described, saving and excepting only the estate, property, and effects contained, described, and set forth in a certain schedule annexed to the aforesaid deed of trust and assignment, sealed with the seal of the said president and directors, and bearing even date with said deed of trust and assignment, of all which property, real and personal, effects, notes, &c., hereby assigned and conveyed to the said Alfred Ingraham and George Read, a schedule will be made out as soon as the same can conveniently and reasonably be done, and be annexed hereto. To have and to hold, all and singular, the said property, real and personal, debts, choses in action, and effects, to them the said Alfred Ingraham and George Read, and to the survivor of them, and to the heirs, executors, administrators, and assigns of such survivor, upon the same trusts and uses named, specified, and declared in the said deed of trust so executed as aforesaid, to the said John Lindsay and Alfred Ingraham, and the said trustees to have the same powers, and to be subject to the same responsibilities that the said trustees, Lindsay and Ingraham, were subject to, in and by the aforesaid deed. And whereas, the clause in said original deed, made to said Lindsay and Ingraham, giving power to said trustees to compromise and compound claims and debts due to said president and directors, and to receive real and personal estate in payment thereof, was only intended to embrace cases wherein the parties who owed the debts were in doubtful or desperate circumstances, or where the debt or demand was legally disputable,

and a recovery of the same was doubtful, therefore, to explain clearly the intention of said parties, it is hereby declared, that said powers to compromise and compound, and to receive real and personal estate, shall only extend to cases of the said doubtful or disputable character. In testimony whereof, the said President and Directors of the Grand Gulf Rail Road and Banking Company, have hereunto affixed the common seal of them, the said President and Directors of the Grand Gulf Rail Road and Banking Company, and the said Alfred Ingraham hath hereunto set his hand and affixed his seal on this, the thirty-first day of December, in the year of our Lord, eighteen hundred and forty-two.

[S. S.] ALFRED INGRAHAM, [SEAL.]

We saw the seal of the President and Directors of the Grand Gulf Rail Road and Banking Company affixed to this deed of assignment on the day and year above named, to wit, the thirty-first day of December, in the year of our Lord eighteen hundred and forty-two, in presence of the board of directors of said bank, and by their order and direction, and we saw Alfred Ingraham sign, seal, and acknowledge the same, and we saw said delivered on the said day to Alfred Ingraham and George Read, the trustees named therein.

GEO. L. VANBIBBER,
A. VANBIBBER.

We accept the office of assignees as within set forth. Witness our hands and seals, this thirty-first day of December, eighteen hundred and forty-two.

ALFRED INGRAHAM, [SEAL.]
GEO. READ, [SEAL.]

Witnesses,
GEO. L. VANBIBLER,
A. VANBIBLER.

State of Mississippi, Claiborne County.

Personally appeared before me, William M. Randolph, Judge of the Probate Court of the county aforesaid, the above Geo. L. Vanbibler and A. Vanbibler, subscribing witnesses to the above and foregoing deed of trust and assignment, who being first duly sworn, depose and say, that they saw the common seal of the President and Directors of the Grand Gulf Rail Road and Banking, affixed to said deed of trust and assignment on the day it bears date, as the act and deed of said the President and Directors of the Grand Gulf Rail Road and Banking Company, in the presence of and by the direction of the board of directors of said institutions, and that they saw the said deed after it was sealed as aforesaid, delivered to Alfred Ingraham and George Read, the assignees therein named, as the act

and deed of the said the President and Directors of the Grand Gulf Rail Road and Banking Company, and that they subscribed as witnesses to the same at the request of said board of directors, in the presence of each other, and in the presence of the board of directors on the day and year therein named. Said witnesses also depose, that they saw Alfred Ingraham signed, seal, and delivered the said deed of trust and assignment as his act and deed.

Witnesses also depose that they saw Alfred Ingraham and George Read sign their names and affix their seals to that part of said deed showing the acceptance of the trust thereof. Given under my hand and seal, this thirty-first day of December, in the year of our Lord, eighteen hundred and forty-two.

WM. M. RANDOLPH, [SEAL.]

Filed for record 31st December, 1842, and truly recorded.

FRED'K J. POOR,
Clerk.

The State of Mississippi, County of Claiborne.

I, Frederick J. Poor, Clerk of the Probate Court, in and for said County, do hereby certify that the foregoing transcript of eight pages, and a part of this page, contain a true copy of a deed of trust or assignment from the President and Directors of the Grand Gulf Rail Road and Banking Company and Alfred Ingraham, to Alfred Ingraham and George Read, as the same appears of record in my office, in book W, pages 233, 234, 235, 236, 237, and 238. Given under my hand, and seal of office, at Port Gibson, this 10th day of April, A.D. 1844.

[SEAL.] FRED'K J. POOR,
Clerk.
By JOHN W. MURPHY,
D'y Cl'k.

State of Mississippi, County of Claiborne.

I, William M. Randolph, Judge of the Probate Court of the County of Claiborne, in the State of Mississippi, do hereby certify that the foregoing certificate and attestation, by Frederick J. Poor, are in due form of law; and said Poor is, and was, at the date thereof, Clerk of said Probate Court, and duly qualified to act as such. Given under my hand and seal, this 16th day of April, A.D. 1844.

WM. M. RANDOLPH, [SEAL.]
Judge, &c.

The State of Mississippi, County of Claiborne.

I, Frederick J. Poor, Clerk of the Probate Court, in and for said County, do hereby certify that William M. Randolph, whose name is subscribed to the foregoing certificate is, was at the time of his sub-

scribing the same, Judge of Probate, in and for the County of Claiborne, State aforesaid, duly commissioned and sworn, according to law, and that full faith and credit are due, and ought of right to be given to all his official acts as such. Given under my hand, and seal of office, at Port Gibson, this 22d day of April, A.D. 1844.

[SEAL.] FRED'K J. POOR,
Clerk.

Indorsed: The President and Directors of the Grand Gulf Rail Road and Banking Company, and Alfred Ingraham. To Alfred Ingraham and George Read. Deed of Trust. Transcript. Filed 9th May, 1844. S. Anderson, Clerk.

Testimony of J. G. Gordon.

Testimony on behalf of defendant and intervenors, taken by consent of parties, to be used on trial.

9th Judicial District.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666 & 667.

James G. Gordon deposes, that he is of lawful age. Some time in April, 1842, deponent, at the request of the intervenors, assignees of defendants, notified H. H. Groves, one of the garnishees herein, of the assignment made by said defendants to said assignees, and that all debts due to defendants, were only payable to said assignees or their attorneys.

JAS. G. GORDON.

Sworn to and subscribed, in open Court, this 8th day of May, A.D. 1844.

J. W. COUCH,
D'y Cl'k.

Indorsed: 666 & 667. J. A. Marshall *v.* Grand Gulf Rail Road and Banking Co. Testimony of def't and in'tors. Filed May 8th, 1844. J. W. Couch, D'y Cl'k.

Affidavit of H. H. Strawbridge.

H. H. Strawbridge, counsel for defendants, deposes, in the absence of his clients, said defendants, that the original of Document Z, is essential to the successful defence of his suit. That it is entirely out of his power to procure it, the same being now out of this State. That he expects to prove by it the fact that no property belonging to said defendant has been attached, and that they are no longer capable of being sued in this State. That they have been surprised by the unexpected production of a foreign law, in opposition to the

law of Congress of 1804, relative to the proving of office copies of record, &c. &c. And that this affidavit is not made for delay, but only to obtain justice; and that he has exerted due diligence to procure the proper proof.

H. H. STRAWBRIDGE.

Signed and sworn to, in open Court, on this the 8th of May, 1844, before me.

J. W. COUCH,
D'y Cl'k.

Indorsed: 666 & 667. Affidavit. Filed May 8th, 1844. J. W. Couch, D. C.

Motion for New Trial.

9th Judicial District.

MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666 & 667.

On motion of Strawbridge for defendant and intervenor, it is ordered that plaintiffs show cause why a new trial should not be granted, on the ground that the verdict is contrary to law and evidence.

Service accepted and delay waived, 9th May, 1844.

J. DUNLAP,
For Plaintiffs.

Indorsed: 666 and 667. Motion for new trial. Filed May 9th, 1844. J. W. Couch, D'y Cl'k.

Agreement of Strawbridge.

9th District Court.

MARSHALL
v.
GRAND GULF BANK. } No. 666 & 667.

I consent that the plaintiffs may put on the record of appeal that section of the statute which they rely upon, referred to in bill No. 2, and do not require in such case the copying out of the entire statute.

H. H. STRAWBRIDGE,
For Defendant and Intervenor.

Indorsed: 666 and 667. Agreement. Filed May 10th, 1844. J. W. Couch, D. C.

Petition for Appeal.

9th Judicial District Court.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666 & 667.

The defendants herein to the Hon. Judge of the 9th Judicial District Court respectfully represents, that there is error in the verdict and judgment herein rendered against them, whereby they are seriously and irreparably injured. Wherefore they pray leave to take a suspensive appeal on complying with the forms of law.

H. H. STRAWBRIDGE,
For Defendant.

Service accepted,

J. DUNLAP,
For Plaintiffs.

Indorsed: 666 and 667. J. R. Marshall *v.* Grand Gulf Rail Road and Banking Company. Defendants' Appeal. Filed 9th May, 1844. S. Anderson, Clerk.

Order for Appeal.

Let a suspensive appeal be granted, according to the prayer of the petitioner, returnable to the Supreme Court, Western District, at Alexandria, on the first Monday in October next, 1844, on the defendant giving bond in the sum of $9200, nine thousand two hundred dollars, with H. H. Groves as surety. May 9th, 1844.

E. K. WILLSON,
Judge 9th District.

Appeal Bond of Defendants.

Know all men by these presents, that we, the President and Directors of the Grand Gulf Rail Road and Banking Company, principals, and Horace H. Groves, as surety, are held and firmly bound unto John R. Marshall in the sum of $9200, nine thousand two hundred dollars, conditioned as below.

Whereas the President and Directors of the Grand Gulf Rail Road and Banking Company have appealed from a certain final judgment rendered against them on the 9th of May, 1844, in the Court of the 9th Judicial District, State of Louisiana, entitled J. A. Marshall *v.* Grand Gulf Rail Road and Banking Company, No. 666 and 667 of the docket. Now, the condition of this bond is such, that if said appellants shall prosecute their appeal and satisfy whatever judgment may be rendered against them thereon, or that said surety shall be liable in their place, otherwise this bond to be null and void.

Signed with our hands and sealed with our seals this 9th day of May, 1844, at Richmond, Parish of Madison.

A. INGRAHAM, [SEAL.]
H. H. GROVES, [SEAL.]

Witness,
H. H. STRAWBRIDGE.

Form of Bond approved.

J. DUNLAP,
For Plaintiff.

Indorsed: 666 and 667. Defendant's Appeal Bond. Filed May 9th, 1844. J. W. Couch, D'y Clk.

Petition of Intervenor for Appeal.

9th Judicial District Court.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666 & 667.

To the Hon. Judge of the 9th Judicial District Court. The petition of A. Ingraham and G. Read, assignees intervening, respectfully shows, that there is error in the verdict and judgment rendered against them in the present suit, whereby they are greatly injured. Wherefore they pray leave to take a devolutive appeal on complying with the formalities of law.

H. H. STRAWBRIDGE,
For Intervenors.

Service accepted,

J. DUNLAP,
For Pl'ff.

Order for Appeal.

Let an appeal be granted, according to the prayer of the petition, returnable to the Supreme Court, Western District, at Alexandria, on the first Monday in October next, 1844, the defendant joining him in the sum of one hundred dollars, with H. H. Groves as surety.

E. K. WILLSON,
Judge 9th District.

May 9th, 1844.

Appeal Bond of Intervenors.

Know all men by these presents, that we, Alfred Ingraham and George Read, assignees of the Grand Gulf Rail Road and Banking Company, as principals, and H. H. Groves, as surety, are held and firmly bound unto John R. Marshall, in the sum of one hundred dollars, conditioned as follows:

Whereas, A. Ingraham and G. Read, assignees, &c. &c., have appealed from a certain final judgment rendered against them on the day of May, 1844, in the Court of the 9th Judicial District, State of Louisiana, entitled J. A. Marshall *v.* Grand Gulf Rail Road and Banking Co., No. 666 and 667 of the docket. Now the condition of this bond is such, that if said appellants shall prosecute their

appeal, and satisfy whatever judgment may be rendered against them thereon, or that said surety shall be liable in their place, otherwise, the bond to be null and void. Signed with our hands and sealed with our seals, this 9th day of May, 1844, at Richmond, Parish of Madison.

ALFRED INGRAHAM, [SEAL.]
For self and
GEORGE READ,
Assignees.
H. H. GROVES, [SEAL.]

Witness,
H. H. STRAWBRIDGE.

Indorsed: 666 and 667. Intervenors' appeal bond. Filed May 9th, 1844. J. W. Couch, Dy. Cl'k.

Minutes.

On the 17th day of November, A. D. 1845, the following entry was made on the minutes of the Court, pages 186, 187, and 188, Book B:

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 & 667.

On motion of James J. Amonett, Esq., counsel for appellee, it is ordered by the Court, that the mandate of the Supreme Court, in this case, be spread upon the minutes of this Court, and that execution issue thereon, and it is in the words and figures as follows, to wit:

The plaintiff sues to recover a sum over four thousand dollars, the amount of a number of bank notes issued by the defendants, an incorporated bank of the State of Mississippi. The suit commenced by attachment, but the defendants appeared by counsel and answered by a general denial, and by averring that none of their property had been attached. Thereupon, Ingraham and Read, residing in the State of Missisippi, intervened, and alleged in their petition, that, by an act duly executed in that State, in the month of February, 1842, and by subsequent acts, the defendants conveyed and transferred to them, as assignees, for the use and benefit of all the creditors of said defendants, their whole property, including that attached in this case; all which, upon the institution of this suit, was delivered to them, as the plaintiffs and the garnishees were well informed, they, therefore, oppose this, plaintiff's, demand, and claim the property attached. The plaintiff answered the petition of intervention by denying generally the allegations therein; and they aver that by the laws of the State of Mississippi, where the bank was chartered and is located, all banks are by law prohibited from assigning any evidence by indebtedness; and they deny that the intervenors

have, by virtue of the assignment made to them, any interest or title to or in the property in dispute in this suit; that the assignment is illegal, void, and made in bad faith on the part of the bank, for the purpose of defrauding a portion of their creditors, and of favoring others.

The deed of assignment purports to convey, transfer, set over, and assign to the intervenors all the property, rights, and credits whatever, belonging to the corporation, except certain notes and bills set forth in a schedule, amounting to about $4400, which are reserved. The assignment is believed to be in the usual form, and for the uses and trusts set forth in the petition of intervention. It is contended that this assignment is void on two grounds: first, because by a statute of the State of Mississippi, passed in 1840, which we had occasion to consider in the case of Hyde and Goodrich *v.* The Planters' Bank of Mississippi, and again at the present term, in the case of Williams *v.* The Planters' Bank et al., the banks of that State are forbidden to transfer and assign their notes, bills, or other evidences of debt; and secondly, because it gives illegal and preferences, and is in fraud of the rights of creditors. We shall consider the question only under the first aspect here presented, to wit, whether the act of 1840 prohibits a general assignment by a bank, so far at least as concerns its choses in action? We are not aware that the Courts of our sister and neighboring State have pronounced upon this question. We are, therefore, left without their aid in deciding upon the extent to which the act alluded to takes away the right of banking corporations to make a general assignment. In order to come to a conclusion satisfactory to our own minds upon this point, it is proper to consider together the law of that State applicable, it is believed, to all banking corporations, and which has been incorporated into the amendment of the charter of the bank now before us, "that they shall, at all times, be obligated to redeem their notes in specie, and receive them in payment of all demands," and that which absolutely forbids them to assign and transfer their notes, other evidences of debts due to them, passed since the general discomfiture of those institutions.

When viewed together, these positive provisions of law clearly indicate the policy of the State to be, to modify, so far as it relates to banks, the general rule of law, that the assignees take the debt or credit transferred subject to any equity which existed previous to notice of such assignment. Those institutions had flooded country with paper money, which they were no longer able to redeem, and if permitted to transfer or assign their portfolios, so as to enable their assignee to recover and be paid in gold or silver, unless the debtor could show that he had the notes of the bank so assigning before notice, according to the general rule, it would have entailed great losses on the people, and at the same time enabled the bank to pay their depositors, or other favored creditors, in preference to their cir-

culation. The remedy would not have been so extensive with the mischief, if while the assignment of a particular chose in action was forbidden, it had been permitted to make a general assignment of all they possessed of that species of property. The right to make such general assignment, according to the law in Mississippi, as we understand it, implies the right on the part of the corporation, in common with other debtors in failing circumstances, to discriminate between different classes of creditors. Now, although according to the tenor of this assignment, a fair distribution may have been contemplated, and provision made for receiving the notes of the bank in payment, according to the pretensions of the bank, they had a right yet to make a general assignment like any other debtor. The statute forbidding the assignment goes further than we have found it necessary to go. It declares that the assignee cannot maintain any action on an assignment, but that it shall be sufficient ground in abatement. If the promissory note of A. transferred by the bank, would not become the property of the assignee, so as to enable him to maintain an action upon it, we cannot perceive how it become valid by a simultaneous transfer of all the other choses in action belonging to the assignor, and authorize each assignee to maintain an action upon it. The prohibition appears to us to apply to each and every chose in action, whether assigned separately or in mass, and while it leaves the banks the right to recover at law, in suits in their own names, it does not impair the right which each debtor of the bank has to pay, at all times, in the currency which they have put in circulation as money respectively.

The judgment of the District Court was against the intervenors, and the plaintiff recovered the amount sued for. And the intervenors and the bank appealed. In this Court, the defendants and the intervenors plead the prescription of one year, in support of the assignment made by the Grand Gulf Rail Road and Banking Company to the intervenors. The prescription upon which the appellants rely, is that which has the revocatory action after the lapse of one year. But in the case now before us, the assignees seek to avail themselves of the assignment by way of intervention, and therein become plaintiffs or actors. And the illegality or fraudulent character of the contract is set up by way of exception. It is precisely as if the intervenors had sued as assignees, and the defendant had pleaded the nullity or fraud. Now although the direct action might be prescribed and barred in one year, yet at whatever period this party seeks to enforce such a contract, the exception will avail him against whom it is sought to be enforced. *Jude temporalia sunt ad agendum perpetua sunt ad excipicendum.* Until the contract alleged to be fraudulent is sought to be enforced, the party affected has no interest in opposing it. We had occasion to consider this maxim and its proper application in the case of Delahoussaye *v.* Dumartrait, 16th L. R. It has been applied in numerous cases, where the

vendors of slaves sue to recover the price, and the defence of redhibitory vices or defects has been permitted long after the direct redhibitory action had been prescribed. The plea is therefore overruled. It is further contended by the counsel for the appellants, that the act of 1840, forbidding the transfer of choses in action, only gives to the debtor, when sued by the assignee, the right to cause the action to abate upon his plea, by showing in evidence upon the trial that the same was so transferred, and that the creditors of the bank have no right to set up such a ground of defence. But we are of opinion, that the first clause of the act containing the prohibition is not controlled by the second one, which indicates the plea which will avail the debtor when sued by the assignee for the recovery of the debt. If the credit did not pass by the assignment, a creditor who has levied an attachment upon it may well plead the illegality of the transfer, by which his privilege is sought to be defeated.

The judgment of the District Court is therefore affirmed with costs.

Clerk's Certificate to Mandate.

Clerk's Office of the Supreme Court for the Western District of the State of Louisiana, at Alexandria.

I hereby certify the foregoing to be a true copy of the opinion and judgment in the above-recited case, as taken from the original in this office. In testimony whereof, I hereunto set my hand and affix the seal of said Court, this 29th day of October, A. D. 1845.

[SEAL.] M. R. AIRAIL,
Deputy Clerk.

Indorsed: 666 and 667. Marshall *v.* The Grand Gulf Rail Road Company. No. 1206. Filed 17th Nov. 1845. John T. Mason, Clerk.

Minutes.

On the 17th day of November, 1845, the following entry was made on the minutes of the Court, page 188.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666 and 667.

Allen Pierce appointed to represent the bank.

Execution.

State of Louisiana, Parish of Madison.

Ninth District Court.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666 and 667.

The State of Louisiana and said Court, to the Sheriff of the Parish of Madison, greeting:

We command you, that by seizure and the sale of the property, real and personal, rights and credits of the Grand Gulf Rail Road and Banking Company, in the manner prescribed by law, you cause to be made the sum of four thousand three hundred and ninety-five dollars, and cents, debt, with interest thereon, at the rate of eight per centum per annum until paid, on the sum of twenty-three hundred and twenty dollars, from 8th of May, 1838, and the like rate of interest on sixteen hundred and fifty dollars, from the 4th day of January, 1841, and five per cent. interest on three hundred and fifty dollars, from the 4th January, 1841, and five per cent. on seventy-five dollars from 8th May, 1838, and also the sum of eighty-nine dollars and thirteen cents costs of suit, as well as the costs of this writ and the service hereof, to satisfy a judgment rendered in our said District Court, on the ninth day of May, A. D. 1844, in favor of the said John R. Marshall, and against the said Grand Gulf and Rail Road Banking Company as aforesaid. And how you shall have executed this writ, make return in seventy days; herein fail not. Witness the Honorable Thomas Curry, Judge of said Court, and the seal thereof, this eighth day of December, one thousand eight hundred and forty-five.

[SEAL.] JOHN T. MASON,
Clerk of said Court.
By STEPHEN LEE,
Deputy Clerk.

Indorsed: 666 and 667. Ninth District Court, Parish of Madison. John R. Marshall *v.* Grand Gulf Rail Road and Banking Company. Debt $4395 00; interest on $2320 00 from 8th May, 1838, at 8 per. cent.; interest on $1650 from 4th of January, 1841, @ 8 per cent.; interest on $350 00, 4th Jan'y, 1841, @ 5 per cent., interest on $75 00 from 8th May, 1838, @ 5 per cent. Clerk's fees $44 13. Sheriff's fees $25 00. Tax fees, 2 cases $20 00. Increase. Writ, and return, $1 10. Filed July 19th, 1848. John T. Mason, Clerk. By O. B. Bell, Deputy.

Sheriff's Return.

Received on the 8th day of December, 1845, and executed on the 9th day of the same month and year, by Jacob C. Seale, late Sheriff, by seizing and taking into his possession all the right, title, and interest of the defendants, the Grand Gulf Rail Road and Banking Company, in and to all the suits, notes, bills, judgments, mortgages, privileges, and liens appertaining thereto, mentioned and fully described in the notice of seizure and advertisement hereto annexed, and made a part of this return, and after having advertised the same for the space of thirty clear days, by posting up advertisements and notices of said sale according to law, viz., Millikin's Bend, New Carthage, and Richmond, announcing that said sale to take place on

the first Saturday in April. 1846, being the 4th day of said month, I, George W. Taskington, Sheriff, did on the said first Saturday of April, 1846, at the court-house door, in the town of Richmond, Parish of Madison, La., the time, place, and hour of sale designated in said advertisement, did offer at public auction, to the highest bidder for cash, all the right, title, and interest of said defendants, the Grand Gulf Rail Road and Banking Company, in and to all the suits, notes, bills, judgments, mortgages, privileges, and liens as aforesaid, mentioned and described in said notice of seizure, and the Sheriff's sale hereto annexed for reference and made a part hereof, and John R. Marshall, by his attorney, J. J. Amonett, Esq'r, being present, bid for all said property, rights, credits, &c., the sum of seven thousand five hundred and three $\frac{9}{100}$ dollars, which being the highest bid or offer made, and being more than two-thirds of the appraised value thereof, I, the said Sheriff, adjudicated the said described property to the said Jno. R. Marshall, at and for said price, and the said J. J. Amonett, the attorney of said Marshall, authorized me, the said Sheriff, to credit this writ to the extent of the debt, principal, interest, and costs, and the remainder of said bid, I, the said Sheriff, applied to an execution in favor of said Marshall, issued at his suit against said defendants from the District Court, Parish of Tensas, No. 11, Richmond, La., 6th April, 1846.

G. W. TENKINGTON,
Sheriff.
By GIPSON C. BITTIS,
Deputy.

Notice of Seizure.

State of Louisiana, Ninth District Court, Parish of Madison.

JOHN R. MARSHALL
v.
THE PRESIDENT AND DIRECTORS OF THE GRAND GULF R. R. & BG. CY. } No. 666 and 667.

To the President and Directors of the Grand Gulf Rail Road and Banking Company: Please take notice, that I have this day, by virtue of a writ of fieri facias to me directed, in the above-styled suit, from the Ninth District Court, Parish of Madison, levied upon all your right, title, interest, and demand, in and to the following-described property, to wit:

1st. A note, dated Grand Gulf, February 22d, 1838, due 370 days after the 15th May, 1838, for the sum of $12,000, signed by Moses Groves, John Grissom, P. Briscoe, and W. Briscoe, and payable to you, together with all of your right, title, and interest in and to a certain judgment rendered on said note against Moses Groves, on the 21st May, 1841, for the amount of said note and interest, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Moses Groves, No. 247. Ninth District Court, Parish of Madison.

2d. A note, dated Port Gibson, January 15th, 1836, due 12 months after date, to the order of Hoopes & Boquart, for $10,638 $\frac{43}{100}$, signed by Moses Groves, and indorsed by Hoopes & Boquart and others, together with all your right, title, and interest in the judgment rendered against Moses Groves, on the 21st May, 1841, for $10,638 43, in the suit styled Grand Gulf Rail Road and Banking Company *v.* Moses Groves. No. 248, in the Ninth District Court, Parish of Madison.

3d. A judgment, rendered on the 3d June, 1841, against Jesse Stanbrough, for $2,913, in the suit styled Grand Gulf Rail Road and Banking Company *v.* Jesse Stanbrough. No. 262. Ninth District Court, Parish of Madison.

4th. A judgment, rendered on the 20th May, 1842, against Jesse Stanbrough, for $9,075 00, in the suit styled Grand Gulf Rail Road and Banking Company *v.* Jesse Stanbrough. No. 268. Ninth District Court, Parish of Madison.

5th. A judgment, rendered on the 21st May, 1841, against Susan Bettis et al., for $2,750, in the suit styled Grand Gulf Rail Road and Banking Company *v.* Susan Bettis et al. No. 347. Ninth District Court, Parish of Madison.

6th. A bill of exchange for $4,000, filed in the suit styled Grand Gulf Rail Road and Banking Company *v.* N. Barnes, No. 379, and the judgment rendered thereon at the May Term, 1844, against said Barnes, in the Ninth District Court, Parish of Madison.

7th. A note, dated Grand Gulf, 7th February, 1839, due 12 months after 14th day of March, 1839, in your favor, for $17,400 00, signed by Jesse Stanbrough, Moses Groves, and J. M. Wilkinson, and the judgment rendered thereon against Jesse Stanbrough on the 3d day of June, 1841, for $17,400, in the suit styled Grand Gulf Rail Road and Banking Company *v.* Jesse Stanbrough et al. No. 263. Ninth District Court, Parish of Madison.

8th. A judgment, rendered against James Graham and William Curry, on the 19th May, 1841, for $3,204, in the suit styled Grand Gulf Rail Road and Banking Company *v.* James Graham et al. No. 261. Ninth District Court, Parish of Madison.

9th. A note in your favor, dated Port Gibson, December 28th, 1837, due on the 10th March, 1839, for $7,200 00, signed by Joseph H. Moore & Co., Moore, Burroughs & Co., Moses Groves, and Summers & Watt, together with the judgment rendered thereon against Moses Groves, on the 3d June, 1841, in the suit styled Grand Gulf Rail Road and Banking Company *v.* Moses Groves. No. 359. Ninth District Court, Parish of Madison.

10th. A balance due on a note, dated Grand Gulf, 7th February, Many, 1838, in your favor, due four months after date, for $1,740 00, and signed by E. T. Noulen, James Graham, and Daniel McEachane, and the judgment rendered thereon against Elias T. Noulen on the 1st day of December, 1843, in suit styled Grand Gulf Rail Road and

Banking Company *v.* E. T. Noulen et al. No. 342. Ninth District Court, Parish of Madison.

11th. A balance of $2,466 27, due on a note of $5,500, dated Grand Gulf, 7th February, 1838, in your favor, due four months after date, signed by J. H. & A. K. Adkins, Daniel McEachane, and Muir, Moore & Co., and the judgment rendered thereon against Joseph H. Moore, on the 3d June, 1841, in the suit styled Grand Gulf Rail Road and Banking Company *v.* J. H. & A. K. Adkins et al. No. 343. Ninth District Court, Parish of Madison.

12th. A balance of $565 $\frac{31}{100}$, due on a note for $1,600 00, dated Grand Gulf, April 26th, 1838, due four months after date, in your favor, signed by J. H. & A. K. Adkins, G. Deahl, and Moses Groves, and the judgment rendered thereon, on the 3d June, 1841, against Moses Groves and George Deahl, in the suit styled Grand Gulf Rail Road and Banking Company *v.* J. H. & A. K. Adkins et al. No. 346. Ninth District Court, Parish of Madison.

Together with all the notes, bills, &c., filed in all the aforesaid suits, with all the interest accrued and to accrue, and all rights of actions, privileges, mortgages, &c., attached thereto, to pay and satisfy plaintiff's judgment in the above-styled suit, the amount of which is four thousand three hundred and ninety-five dollars, and interest on $23 20, from the 8th May, 1838, @ 8 per cent., and interest on $1,650, from the 4th January, 1841, @ 8 per cent., and interest on $350 00, from 4th January, 1841, @ 5 per cent., and interest on $75 00, from 8th May, 1838, @ 5 per cent.; also the sum of ninety dollars and twenty-three cents cost, as well as the cost of this proceeding, and unless the same is paid within three days from service hereof, I shall proceed to advertise and sell according to law, and you are further notified to attend and appoint your appraiser of said property, if you see proper to do so; the sale of which will take place on the first Saturday of February, being the 3d day of said month, A.D. 1846, at the door of the court-house in this parish. Parish of Madison, La., December 9th, 1845.

J. C. SEALE,
Sheriff of the Parish of Madison, La.

Sheriff's Return.

Received, 16th December, 1845, and on the same day served copy of the within notice of seizure on Mr. H. H. Strawbridge, the counsel of defendant, in person. Returned, 16th December, 1845, for

D. AUGUSTIN,
Sheriff.

A. CREPAGNIER,
D'y Sheriff, P. O.

Appraisement.

State of Louisiana, Ninth District Court, Parish of Madison.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666 and 667.

We, the undersigned appraisers, chosen and sworn to appraise the following described notes and judgments, as described in the advertisement.

1st.	Note and Judgment for	$12,000		3,800		$2,534	66
2d.	" "	10,638	43	1,600		1,050	00
3d.	" "	9,075		907	50	605	00
4th.	" "	2,913		291	30	194	20
5th.	" "	2,750		920		673	34
6th.	Bill of Exchange,	4,000		400		260	43
7th.	Note and Judgment,	17,400		1,740		1,160	00
8th.	" "	3,204		320	40	213	60
10th.	" "	1,740		250		166	67
11th.	" "	5,500		900		600	00
12th.	" "	1,600		60		40	00
				11,129	20	8	90

Say that they are worth the amounts set opposite to each of them.
Richmond, La., April 4th, A. D. 1846.

(Signed) STEPHEN LEE,
A. PIERRE.

Sworn to and subscribed before me, on the day and date above mentioned.
GIBSON C. BETTIS,
Deputy.

Sheriff's Deed.

State of Louisiana, Parish of Madison.

Be it remembered, that I, George W. Toukington, Sheriff of the Parish of Madison, State of Louisiana, by virtue of a writ of fieri facias to me directed from the Ninth District Court, Parish of Madison, La., in the suit styled John R. Marshall *v.* Grand Gulf Rail Road and Banking Company, No. 666 and 667, did seize all the right, title, and interest of the defendant Grand Gulf Rail Road and Banking Company, in and to the following described property, to wit:

1st. A note, dated Grand Gulf, February 22d, 1838, due 370 days after the 15th May, 1838, for the sum of twelve thousand dollars, signed by Moses Groves, John Grishan, P. Briscoe, and W. Briscoe, and payable to said bank, together with the judgment ren-

dered thereon, against Moses Groves, on the 21st May, 1841, for the amount of said note and interest, at the suit of the Grand Gulf Rail Road and Banking Company *v.* Moses Groves, No. 247, Ninth District Court, Parish of Madison, La.

2d. A note, dated Port Gibson, January 15th, 1836, due twelve months after date to the order of Hoopes & Boquart, for ten thousand six hundred and thirty-eight $\frac{45}{100}$ dollars, signed by Moses Groves, and indorsed by Hoopes & Boquart and others, together with the judgment rendered thereon against Moses Groves, on the 21st May, 1841, for the amount of said note and interest, at the suit of the Grand Gulf Rail Road and Banking Company *v.* Moses Groves, No. 248, Ninth District Court, Parish of Madison, La.

3d. A judgment, rendered on the 3d of June, 1841, against Jesse Stanbrough, for two thousand nine hundred and thirteen dollars, at the suit of the Grand Gulf Rail Road and Banking Company *v.* Jesse Stanbrough, No. 262, Ninth District Court, Parish of Madison, La.

4th. A judgment, rendered on the 20th May, 1842, against Jesse Stanbrough, for nine thousand and seventy-five dollars, with interest, in the suit of the Grand Gulf Rail Road and Banking Company *v.* Jesse Stanbrough, No. 268, Ninth District Court, Parish of Madison, La.

5th. A judgment, rendered on the 21st May, 1841, against Susan Bettis et al., for two thousand seven hundred and fifty dollars, with interest, at the suit of the Grand Gulf Rail Road and Banking Company *v.* Susan Bettis et al., No. 347, Ninth District Court, Parish of Madison, La.

6th. A bill of exchange, for four thousand dollars, filed in the suit of the Grand Gulf Rail Road and Banking Company *v.* N. Barnes, No. 379, together with judgment rendered thereon for same amount, with interest, against said Barnes, at the May term of Court, 1844, Ninth District Court, Parish of Madison, La.

7th. A note, dated Grand Gulf, 7th February, 1839, due 12 months after the 14th March, 1839, in favor of said bank, for seventeen thousand five hundred dollars, signed by Jesse Stanbrough, Moses Groves, and J. M. Wilkinson, together with judgment thereon rendered against Jesse Stranborough, on the 3d June, 1841, for said amount, with interest, at the suit of the Grand Gulf Rail Road and Banking Company *v.* Jesse Stanbrough et al., No. 263, Ninth District Court, Parish of Madison, La.

8th. A judgment, rendered on the 19th May, 1841, against James Graham and William Curry, for three thousand two hundred and four dollars, with interest, at the suit of the Grand Gulf Rail Road and Banking Company *v.* James Graham, No. 261, Ninth District Court, Parish of Madison, La.

10th. A balance due on a note, dated Grand Gulf, 7th February, 1838, in favor of said bank, due four months after date, for seven-

teen hundred and forty dollars; signed by E. T. Nouland, James Graham, and Daniel McEachand; together with the judgment rendered thereon on the 1st day of December, 1843, against Elias T. Nouland for said amount and interest, at the suit of the Grand Gulf Rail Road and Banking Company *v.* E. T. Nouland et al., No. 342, Ninth District Court, Parish of Madison, Louisiana.

11th. A balance, due on a note, for five thousand five hundred dollars, dated Grand Gulf, 7th February, 1838, in favor of said bank, due four months after date; signed by J. H. & A. K. Adkins, Daniel McEachand, and Muir, Moore & Co.; together with the judgment rendered thereon, this 3d June, 1841, against Joseph H. Moore, at the suit of the Grand Gulf Rail Road and Banking Company *v.* J. H. & A. K. Adkins et al., No. 343, Ninth District Court, Parish of Madison.

12th. A balance of five hundred and sixty-five dollars 31 cents, due on a note for sixteen hundred dollars, dated Grand Gulf, April 26th, 1838, due four months after date, in favor of said bank; signed by J. H. & A. K. Adkins, G. Deahl & Moses Groves; together with the judgment rendered thereon on the 3d June, 1841, against Moses Groves and George Deahl, for said amount and interest, at the suit of the Grand Gulf Rail Road and Banking Company *v.* J. H. & A. K. Adkins et al., No. 346, Ninth District Court, Parish of Madison, Louisiana; together with all the benefits of privileges, and mortgages, to which said defendants were entitled to, and, after giving due notice of said seizure, as required by the law, advertised the same for sale by posting advertisements and notices of sale at three public places, in this parish, for the space of thirty clear days next preceding the day of sale, viz., at New Carthage, Richmond, Millikin's Bend; and on the first Saturday of April, being the 4th day of said month, A. D. 1846, after causing said property to be appraised, proceeded to offer the same for cash at public auction to the highest bidder at the door of the court-house, in the town of Richmond, in this parish, and sold the same to John R. Marshall. The first described note and judgment, No. 247, Ninth District Court, Parish of Madison, for two thousand five hundred and thirty-four $\frac{66}{100}$ dollars; the second described note and judgment, No. 248, Ninth District Court, Parish of Madison, for one thousand and fifty dollars; the third described note and judgment, No. 262, Ninth District Court, Parish of Madison, for six hundred and five dollars; the fourth described note and judgment, No. 268, Ninth District, Parish of Madison, for one hundred and ninety-four $\frac{2}{100}$ dollars; the fifth described note and judgment, No. 347, Ninth District Court, Parish of Madison, for six hundred and seventy-three $\frac{43}{100}$ dollars; the sixth described note and judgment, No. 379, Ninth District Court, Parish of Madison, for two hundred and sixty-six $\frac{45}{100}$ dollars; the seventh described note and judgment, No. 263, Ninth District Court, Parish of Madison, for eleven hundred and sixty dollars; the eighth described note and

judgment, No. 261, Ninth District Court, Madison Parish, for two hundred and thirteen $\frac{6}{100}$ dollars; the tenth described note and judgment, No. 342, Ninth District Court, for Parish of Madison, for one hundred and sixty-six $\frac{67}{100}$ dollars; the eleventh described note and judgment, No. 342, Ninth District Court, for Parish of Madison, for six hundred dollars; the twelfth described note and judgment, No. 346, Ninth District Court *Court*, for Parish of Madison, for forty dollars. John R. Marshall purchased all the aforesaid notes and judgments, all of which sums were the last or highest offer made for the same, and being two-thirds of their appraised value.

Wherefore, in virtue of the premises herein set forth, and of the law in such cases made and provided, and for and in consideration of the price above described, I, George W. Taskington, Sheriff as aforesaid, do hereby sell, transfer, and convey unto John R. Marshall, all the right, title, and interest of the defendant, the Grand Gulf Rail Road and Banking Company, in and to the property hereinbefore described: to have and to hold the same unto the said John R. Marshall, his heirs and assigns, forever.

In testimony whereof, I have hereunto set my hand, in the Parish of Madison aforesaid, in presence of Isaac Owen and Charles Goodwin, competent witnesses, who have signed with me, said sheriff, this sixth day of April, A. D. eighteen hundred and forty-six. (On the sixth line from the bottom of page third, the words "for forty dollars," was interlined before signed.)

G. W. TASKINGTON,
Sheriff.

ISAAC OWEN,
CHA'S GOODWIN.

Clerk's Certificate.

State of Louisiana, Parish of Madison, Tenth District Court.

CLERK'S OFFICE.

I certify, that the foregoing seventy pages contain a true and complete transcript of all the proceedings had and documents filed in the suits herein mentioned, wherein John R. Marshall was plaintiff, and the Grand Gulf Rail Road and Banking Company were defendants, as the same remain of record and on file in this office.

Witness my signature and the impress of the seal of said
[SEAL.] Court (formerly Ninth District Court), this 6th day of December, A. D. 1848.

JOHN T. MASON,
Clerk.
By VICTOR B. BELL,
Deputy Clerk.

Minutes.

April Term, A. D. 1853.

New Orleans, Tuesday, 17th May, 1853. Court met pursuant to

adjournment. Present, Hon. J. A. Campbell, Presiding Judge. Present, Hon. Theo. H. McCaleb, District Judge.

1752.	Ingraham et als.	v. H. H. Groves et als.
1753.	Same	v. Jesse Stansbrough.
1754.	Same	v. Graham & Curry.
1755.	Same	v. Stansbury, Graham et als.
1788.	Same	v. Barnes et als.
1789.	Same	v. Bettis et als.
1790.	Same	v. Nowlen et al.

On motion of H. H. Strawbridge, solicitor for complainants, supported by his affidavit this day filed, it is ordered, that complainants have leave to take the deposition of witnesses therein, for the reasons and touching the matters set forth in said affidavit: that commissions issue for that purpose, addressed to John Perkins, William Perkins, J. Y. Hollingsworth, or any of them, to take depositions of witnesses in the Parish of Madison and State of Louisiana; and to Charles Scott, U. S. Com'r ex-officio, or James Flint, Esqr., or any of them, to take depositions of witnesses at Alexandria, in the Parish of Rapides, State of Louisiana. It is further ordered, that the above-entitled suits be continued until the return of said commissions.

September Rules, 1853.

Monday, 5th.

INGRAHAM & READ *v.* H. H. GROVES et als.	1752, 3-4-5. 1788, 9-1790.

On motion of H. H. Strawbridge, Esq., solicitor for complainants, it is ordered that publication of the returned commission herein filed or received by the clerk, under date of the 29th July, 1853, do pass and be granted on next rule day following the filing of this order, unless defendants previously assign in writing cause to the contrary, failing which, said commission may be opened on or after the rule day aforesaid.

THEO. H. McCALEB,
U. S. Judge.

Minutes.

December Term, A. D. 1853.

New Orleans, Thursday, 19th January, 1854. Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge. Absent, Hon. J. A. Campbell, Presiding Judge.

INGRAHAM & READ
v.
H. H. GROVES et als.

Nos. 1752, 3-4-5. 1788-9, 1790.

On motion of H. H. Strawbridge, solicitor for complainants, it is ordered that publication of the returned commission herein, filed or received by the clerk, under date or order of the 19th day of Jan'y, instant, 1854, do pass and be granted on Monday, the 30th instant, unless defendants previously obtain enlargement, or assign in writing, good cause to the contrary; failing which, said commission may be opened on or after the day aforesaid without further order.

Minutes.

December Term, A. D. 1853.

New Orleans, Thursday, 16th March, 1854. Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge. Absent, Hon. J. A. Campbell, Presiding Judge.

1753.	A. Ingraham et als.	v. Stansbrough et als.
1754.	Same	v. Graham et als.
1755.	Same	v. Stansbrough, Graham et als.
1788.	Same	v. Barnes et als.
1789.	Same	v. Bettes et als.
1790.	Same	v. Nowlen et als.
1752.	Same	v. H. H. Groves et als.

On motion of John R. Grymes, solicitor for the defendants, it is ordered that a commission be issued to Thomas P. Farras, Esq'r, to take the depositions of Alonzo Snyder and others, witnesses on part of the said defendants.

Minutes.

December Term, 1853.

New Orleans, Friday 17th March, 1854. Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge. Absent, Hon. J. A. Campbell, Presiding Judge.

1752.	A. Ingraham et als.	v. Groves et als.
1753.	Same	v. Stansbrough et als.
1754.	Same	v. Graham et als.
1755.	Same	v. Stansbrough et als.
1788.	Same	v. Barnes et als.
1789.	A. Ingraham	v. Bettis et al.
1790.	Same	v. Nowlen et als.

On motion of H. H. Strawbridge, Esq'r, showing that A. Van Bebber, one of the subscribing witnesses to a deed of assignment exhibited by complainants, is now temporarily within the State of Louisiana, but about to depart again therefrom, ordered that a commission issue, directed to J. W. Gurley, U. S. Commissioner, to take the deposition of the said witness; ordered further, that complainant have leave to examine, under said commission, other witnesses, as to the execution of the deed of assignment exhibited by complainants, and the ratification thereof, and as to the death of the assignee, Lindsay, and that the depositions may be taken viva-voice.

Minutes.

December Term, 1853.

New Orleans, Saturday, 18th March, 1854. Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge. Absent, Hon. J. A. Campbell, Presiding Judge.

1752.	A. Ingraham et als.	v. H. H. Groves et als.
1753.	Same	v. Stansbrough et als.
1754.	Same	v. Graham et als.
1755.	Same	v. Stansbrough et als.
1788.	Same	v. Barnes et als.
1789.	Same	v. Bettis et als.
1790.	Same	v. Nowlen et als.

On motion of Jno. R. Grymes, Esq., solicitor for defendants, it is ordered, that a commission issue to William S. Parham, Esq., to take the depositions under interrogatories of Gibson C. Bettis, John T. Mason, James J. Amonett, and Doctor John D. Shadburn, witnesses on part of the defendants in these several causes.

Minutes.

April Term, 1854.

New Orleans, Wednesday, 14th June, 1854. Court met pursuant to adjournment. Present, Hon. J. A. Campbell, Presiding Judge; Absent, Hon. Theo. H. McCaleb, District Judge.

1752.	A. Ingraham et als.	*v.* H. H. Groves et als.
1753.	Same	*v.* Stansbrough et als.
1754.	Same	*v.* Graham et als.
1755.	Same	*v.* Stansbrough et als.
1788.	Same	*v.* Barnes et als.
1789.	Same	*v.* Bettes et als.
1790.	Same	*v.* Nowlen et als.

These causes being called upon the docket, H. H. Strawbridge, Esq., solicitor for complainants, moved that they be set down for

trial. Jno. R. Grymes, Esq., of counsel, resisted the motion and moved that they be continued over to the next session of the Court. And after argument of counsel the Court took the matter under advisement.

Minutes.

April Term, 1854.

New Orleans, Wednesday, 21st June, 1854. Court met pursuant to adjournment. Present, Hon. J. A. Campbell, Presiding Judge; Absent, Hon. Theo. H. McCaleb, District Judge.

1752.	A. Ingraham et als.	*v.*	H. H. Groves et als.
1753.	Same	*v.*	Stansbrough et als.
1754.	Same	*v.*	Graham et als.
1755.	Same	*v.*	Stansbrough et als.
1788.	Same	*v.*	Barnes et als.
1789.	Same	*v.*	Bettes et als.
1790.	Same	*v.*	Nowlen et als.

The Court having considered the application herein made on the 14th instant, on the part of the defendants for a continuance, doth now order that the same be allowed, on the condition that the said defendants appear and waive any other process or notice of the original and supplemental bills, and that the same shall now be deemed to be fully at issue. And that the causes stand for a hearing at the next regular or adjourned term of this Court. And it is further ordered, that permission be granted to the defendant, Marshall, to amend his answer, and to both parties to improve their testimony, until the first of November next, but this permission is not to interfere with the conditions declared in the preceding portion of this order.

Amended Answer of Jno. R. Marshall.

Filed 18th July, 1854.

In the Circuit Court of the United States, Fifth Circuit and Eastern District of Louisiana.

In Chancery.

ALFRED INGRAHAM et al.
v.
H. H. GROVES,
Adm'r of MOSES GROVES, dec'd,
and others.
} No. 1752.

The separate amended answer of John R. Marshall, one of the defendants in the above-entitled cause, to the bill, and amended and supplemental bills of the said plaintiffs.

The said defendant, answering under leave of the Court, to the

On motion of H. H. Strawbridge, Esq'r, showing that A. Van Bebber, one of the subscribing witnesses to a deed of assignment exhibited by complainants, is now temporarily within the State of Louisiana, but about to depart again therefrom, ordered that a commission issue, directed to J. W. Gurley, U. S. Commissioner, to take the deposition of the said witness; ordered further, that complainant have leave to examine, under said commission, other witnesses, as to the execution of the deed of assignment exhibited by complainants, and the ratification thereof, and as to the death of the assignee, Lindsay, and that the depositions may be taken viva-voice.

Minutes.

December Term, 1853.

New Orleans, Saturday, 18th March, 1854. Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge. Absent, Hon. J. A. Campbell, Presiding Judge.

1752.	A. Ingraham et als.	v. H. H. Groves et als.
1753.	Same	v. Stansbrough et als.
1754.	Same	v. Graham et als.
1755.	Same	v. Stansbrough et als.
1788.	Same	v. Barnes et als.
1789.	Same	v. Bettis et als.
1790.	Same	v. Nowlen et als.

On motion of Jno. R. Grymes, Esq., solicitor for defendants, it is ordered, that a commission issue to William S. Parham, Esq., to take the depositions under interrogatories of Gibson C. Bettis, John T. Mason, James J. Amonett, and Doctor John D. Shadburn, witnesses on part of the defendants in these several causes.

Minutes.

April Term, 1854.

New Orleans, Wednesday, 14th June, 1854. Court met pursuant to adjournment. Present, Hon. J. A. Campbell, Presiding Judge; Absent, Hon. Theo. H. McCaleb, District Judge.

1752.	A. Ingraham et als.	*v.* H. H. Groves et als.
1753.	Same	*v.* Stansbrough et als.
1754.	Same	*v.* Graham et als.
1755.	Same	*v.* Stansbrough et als.
1788.	Same	*v.* Barnes et als.
1789.	Same	*v.* Bettes et als.
1790.	Same	*v.* Nowlen et als.

These causes being called upon the docket, H. H. Strawbridge, Esq., solicitor for complainants, moved that they be set down for

trial. Jno. R. Grymes, Esq., of counsel, resisted the motion and moved that they be continued over to the next session of the Court. And after argument of counsel the Court took the matter under advisement.

Minutes.

April Term, 1854.

New Orleans, Wednesday, 21st June, 1854. Court met pursuant to adjournment. Present, Hon. J. A. Campbell, Presiding Judge; Absent, Hon. Theo. H. McCaleb, District Judge.

1752.	A. Ingraham et als.	*v.*	H. H. Groves et als.
1753.	Same	*v.*	Stansbrough et als.
1754.	Same	*v.*	Graham et als.
1755.	Same	*v.*	Stansbrough et als.
1788.	Same	*v.*	Barnes et als.
1789.	Same	*v.*	Bettes et als.
1790.	Same	*v.*	Nowlen et als.

The Court having considered the application herein made on the 14th instant, on the part of the defendants for a continuance, doth now order that the same be allowed, on the condition that the said defendants appear and waive any other process or notice of the original and supplemental bills, and that the same shall now be deemed to be fully at issue. And that the causes stand for a hearing at the next regular or adjourned term of this Court. And it is further ordered, that permission be granted to the defendant, Marshall, to amend his answer, and to both parties to improve their testimony, until the first of November next, but this permission is not to interfere with the conditions declared in the preceding portion of this order.

Amended Answer of Jno. R. Marshall.

Filed 18th July, 1854.

In the Circuit Court of the United States, Fifth Circuit and Eastern District of Louisiana.

In Chancery.

ALFRED INGRAHAM et al.
v.
H. H. GROVES,
Adm'r of MOSES GROVES, dec'd,
and others.
} No. 1752.

The separate amended answer of John R. Marshall, one of the defendants in the above-entitled cause, to the bill, and amended and supplemental bills of the said plaintiffs.

The said defendant, answering under leave of the Court, to the

said plaintiffs' bill, and supplemental and amended bills, or to so much thereof as he is advised it is material to answer unto, he says, that touching the appointment of the co-trustee, as set forth in the said plaintiff's last amended and supplemental bill, he, this respondent, knows nothing, and demands proof of the same, and asks the judgment of the Court thereon and touching and concerning the purchase of the judgments set forth in the said plaintiff's bill, by this respondent at Sheriff's sale, as stated and set forth in his principal answer, this respondent alleges, that the purchase was made by him, not only in perfect good faith, but for a just and adequate consideration; that the value of said judgments depended upon the expense, time, and the chances of ultimate realization. That the said sale was made with the knowledge, and consent, and approbation of the said Ingraham, who was present at the said sale, who made no opposition thereto, took no judicial or other steps to arrest or stop the same, but on the contrary appeared to acquiesce therein, and immediately before or at the time thereof, advised the judgment debtors or some one of them, to purchase the said judgments on their own account, which advice was given to the knowledge and in the presence of your respondent's agents, one of whom made the purchase on his account. That the said sale being made public, at auction, and in a small village, the conduct of the said assignee and plaintiff could not fail to induce others attending it, or about to attend it, to believe, that so far as the said plaintiffs, or the Grand Gulf Rail Road and Banking Company were concerned, the said rule would be absolute, and without reserve, and safe from disturbance on the part of said assignees or the said bank, and under this belief the agent of your respondent made the said purchase. That, according to the requirement of said purchase, the amount bid by your respondent was by the direction of your respondent's attorney, credited on the execution, and the amount of his judgment against the said bank was extinguished *pro tanto*, and the same was made of record by the return of the Sheriff, as will more fully appear by Exhibit (A) annexed to his principal answer. This respondent alleges, that the presence of the said Ingraham at said sale, was with the knowledge and consent of his co-trustee, and all his doing touching the said rule, was in execution of his duty, in furtherance of the said trust, and were ratified and confirmed by his said co-trustee, as this respondent believes.

The *the* said sale to this respondent, by which so large an amount of trust-debt was extinguished, and the judgments in the Parish of Madison made available for the extinguishment of a debt of the first or preferred class, was an arrangement within the powers and according to the duties of the said assignees, this respondent being a judgment creditor of said bank, as the holder of the bank notes of said bank, all which will more fully appear by reference to said assignment, exhibited by said plaintiffs. Now this respondent avers, that

by reason of the premises, and according to the allegations of the said plaintiffs' bill, and the annexed and supplemental bills, the said plaintiffs are without any equity, right, or claim, to question or invalidate the said purchase, so made by your respondent, and ratified by them, as aforesaid, or in any manner to sue for or recover the amount thereof, on all which this respondent prays the judgment of the Court as if specially pleaded in law.

(Signed) JNO. R. GRYMES,
Solicitor for Defendants.
GEO. EUSTIS,
Of Counsel.

The defendant, John R. Marshall, being duly sworn, doth depose and say, that all the statements and allegations in the foregoing answer, so far as stated as of his own knowledge, are true; and so far as stated on information derived from others, he believes them to be true.

(Signed) JNO. R. MARSHALL.

Sworn to and subscribed before me, at New Orleans, this 18th July, 1854.

J. W. GURLEY,
Clerk.

Minutes.

November Term, 1854.

New Orleans, Monday, 13th November, 1854. Court met pursuant to adjournment. Present, Hon. J. A. Campbell, Presiding Judge. Present, Hon. Theo. H. McCaleb, District Judge.

1752.	Ingraham and Read	v. H. H. Groves, adm'r.
1753.	Same	v. Stansbrough et als.
1754.	Same	v. James Graham et als.
1755.	Same	v. Stansbrough, Graham et als.
1788.	Same	v. Nicholson Barnes et als.
1789.	Same	v. Susan Bettes et als.
1790.	Same	v. E. T. Nowlen et als.

These causes having been called on the docket, H. H. Strawbridge, Esq., solicitor for complainants, moved that they be set for trial for some day of the present term; which application was resisted by Judge Eustis, of counsel for some of the defendants, on the ground of the illness of Jno. R. Grymes, Esq., the leading counsel for defendants. Whereupon, after argument of counsel, the matter was submitted to the court, and taken under advisement.

Minutes.

November Term, 1854.

New Orleans, Monday, 20th November, 1854. Court met pursuant

to adjournment. Present, Hon. J. A. Campbell, Presiding Judge. Present, Hon. T. H. McCaleb, District Judge.

1752.	Ingraham et al.	v. H. H. Groves, adm'r.
1753.	Same	v. Stansbrough et als.
1754.	Same	v. Ja's Graham et als.
1755.	Same	v. Stansbrough, Graham et als.
1788.	Same	v. Nicholson, Barnes et als.
1789.	Same	v. Susan Bettes et als.
1790.	Same	v. E. T. Nowlen et als.

An application having been made, at the calling of the docket on the 13th instant, on part of complainants, to fix these causes for trial for some day of the present term, which application was resisted by counsel of defendants for cause stated, and the Court having considered the same, this day ordered, that these causes be continued to the next term, to be then peremptorily heard, and without further continuance.

Consent of Counsel.

Filed 24th March, 1855.

U. S. Circuit Court.

INGRAHAM
v.
H. H. GROVES, Adm'r, and STANSBROUGH. } No. 1752.

We agree, that all evidence that has been taken under commission in this cause be opened by the clerk, filed in the record, and considered as if its publication had been ordered by the Court.

H. H. STRAWBRIDGE,
Solicitor for Complainants.
BENJAMIN, BRADFORD, & FINNEY,
For Defendants.

24th March, 1855.

Minutes.

April Term, 1855.

New Orleans, Monday, 23d April, 1855. This day being the fourth Monday of April, and by law the first day of the April term, the Court was duly opened by the Marshal.

Present: Hon. J. A. Campbell, Presiding Judge. Absent, Hon. T. H. McCaleb, District Judge.

1752.	A. Ingraham et al.	*v.* H. H. Groves, Adm'r.
1753.	Same	*v.* Stansbrough et als.
1754.	Same	*v.* Jas. Graham et als.
1755.	Same	*v.* Stansbrough, Graham et als.
1788.	Same	*v.* Nicholson, Barnes et als.

1789. Same *v.* Susan Bettis et als.
1790. Same *v.* E. T. Nowlen et als.

On motion of J. P. Benjamin, Esq., of counsel for the defendants in these causes, and on suggesting to the Court the death of Horace H. Groves, administrator of the estate of Moses Groves, one of the defendants, and the appointment of Henry S. Dawson, as administrator of the estate of Moses Groves in the place of said Horace Groves, deceased, and on filing a duly certified copy of the letters of administration of said Henry S. Dawson: It is ordered, that said Dawson be made party defendant in these causes as administrator of the estate of Moses Groves, in the place of said Horace Groves, deceased.

Dawson's Letters of Administration.

Filed, 23d April, 1855.

State of Louisiana.

Parish of Madison, Tenth District Court.

Succession of Moses and Rachall Groves.

CLERK'S OFFICE.

Whereas, by an order made by the clerk of said Court, on the 9th day of March, A. D. 1855, Henry S. Dawson was appointed administrator of said succession, and has given bond and taken the oath prescribed by law. Now, therefore, be it known by these letters, that the said Henry S. Dawson is duly appointed, authorized, and empowered to do and perform all and singular the acts and duties incident to said appointment.

Witness the signature of the clerk and seal of said Court, this 9th day of April, A. D. 1855.

JOHN T. MASON,
Clerk.

A true copy.
Attest:
JOHN T. MASON,
Clerk.

Minutes.

April Term, 1855.

New Orleans, Friday, 4th May, A. D. 1855. Court met pursuant to adjournment. Present, Hon. J. A. Campbell, Presiding Judge. Present, Hon. T. H. McCaleb, District Judge.

ALFRED INGRAHAM
v.
H. H. GROVES, Adm'r, &c. } No. 1752.

This cause was taken up for trial, and argued by H. H. Straw-

bridge, Esq., for complainant, and by J. P. Benjamin and Geo. Eustis, Esq'rs, for defendants, and proceeded with until half after four o'clock, P.M., whereupon it was continued until to-morrow.

Minutes.

April Term, 1855.

Before Hon. J. A. Campbell.

INGRAHAM & READ
v.
H. H. GROVES, Adm'r, &c. } 1752.

This cause was resumed, and argued by H. H. Strawbridge, Esq., for complainant, and thereupon was submitted to the Court, and taken under advisement.

Complainant's Evidence.

Deposition of Thomas Montgomery.

Commission.

Returned 5th March, 1852.

Circuit Court of the United States, for the Fifth Judicial Circuit, holding sessions in and for the Eastern District of Louisiana.

ALFRED INGRAHAM et al.
v.
STANBROUGH and others. } No. 1752, 1753, 1754, 1755, No. 1788, 1789, and 1790.

To William Perkins, Justice of the Peace of the Parish of Madeson, Louisiana: Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, Thomas Montgomery, and others, witnesses for complainants, and them duly examine on oath on the annexed interrogatories, touching and concerning certain matters and things in a case now depending in the said Court, wherein Alfred Ingraham et als. are plaintiffs, and H. H. Groves administrator et als. are defendants. Being in suits numbered 1752, 1753, 1754, 1755, 1788, 1789 and 1790, on the Chancery Docket of this Court; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send inclosed to this Court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness, the Hon. R. B. Taney, Chief Justice of the Supreme Court of the United States, at the City of New Orleans, this thirteenth day of February, Anno Domini, 1852, and the 76th year of the Independence of the United States of America.

[SEAL.] (Signed) J. W. GURLEY,
Clerk.

Interrogatories-in-chief annexed to Commissions.

Circuit Court of the United States, Fifth Circuit, Eastern District of Louisiana.

No. 1752. Alfred Ingraham et als. v. Horace H. Groves, administrator, John R. Marshall, and Josiah Stansbrough.

No. 1753. Alfred Ingraham v. Jesse Stanbrough, John R. Marshall, Josiah Stanbrough, and Horace H. Groves, adm'r.

No. 1754. Alfred Ingraham et al. v. James Graham, Frenetta Hayter, adm'r of succ'n of Thos. Curry, and now wife of Thomas Hayter, Thomas Hayter, John R. Marshall, Horace H. Groves, adm'r, and Josiah Stanbrough.

No. 1755. Alfred Ingraham et al. v. Jesse Stanbrough, James Graham, Archibald Douglass, curator of success. of Stephen Douglass, and John R. Marshall.

No. 1788. Alfred Ingraham et al. v. Nicholson Barnes, John R. Marshall, Horace H. Groves, adm'r, and Josiah Stanbrough.

No. 1789. Alfred Ingraham et al. v. Susan Bettis, Gipson C. Bettis, and John R. Marshall, and Elijah Bettis.

No. 1790. Alfred Ingraham et al. v. Elias P. Nowlen, James Graham, and John R. Marshall.

Interrogatories to be propounded to Thomas Montgomery, residing in Madison Parish, State of Louisiana, a witness to be called, sworn, and examined, on the part of Alfred Ingraham and George Read, complainants in the foregoing suits, before William Perkins, Esquire, Counsellor at Law, residing in the Parish of Madison aforesaid.

Interrogatory first. What is your age, place of residence, and occupation?

Interrogatory second. Do you know the parties complainants in the above suits? If yea, how long have you known them? Do you know the parties defendants in the above-entitled suits? If yea, how long have you known them? Do you know the parties defendants in the above-entitled suits? If yea, how long have you known them respectively?

Interrogatory third. Were you at any time requested to notify, either verbally or in writing, the parties defendants in the above suits, or the persons of whom or of whose successions they are repre-

sentatives, or any or either of them, of a certain assignment made by the President and Directors of the Grand Gulf Rail Road and Banking Company to Alfred Ingraham and John Linsay, or George Read, or either of them? If yea, state who made such request of you? Whether or not you complied with such request? What was the purport of said notice or notices? Whether you have preserved any copy or copies of such notice or notices? And if so, please annex such copy or copies to your answer to these interrogatories. At what time or times did you give such notice or notices to said defendants, or to those whom certain of said defendants represent respectively? State particularly if you can at what time you gave such notice or notices to such persons respectively.

Interrogatory fourth. State whether or not, at or about the time of the notification given by you, referred to in the next preceding interrogatory, it was well understood and known in the Parish of Madison that the assignment referred to in the next preceding interrogatory had been made.

Interrogatory fifth and last. Do you know, or can you set forth any other matter or thing which may be of benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matter in question in this cause? If yea, set forth the same fully and at large in your answer.

(Signed) H. H. STRAWBRIDGE,
Solicitor for Complainants.
P. C. WRIGHT,
Of Counsel.

Clerk's Office, Circuit Court of the United States, Fifth Circuit and Eastern District of Louisiana.

I hereby certify the foregoing to be a true copy from the original on file in this office.

Witness my hand and the seal of said Court, at the City of New Orleans, this 14th day of February, A.D. 1852.

J. W. GURLEY,
Clerk.
By W. CORNELIUS,
Dep. Clerk.

Notice.

Clerk's Office. You are hereby notified to file in this office cross-interrogatories to the foregoing, within ten days from the date of service hereof, otherwise a commission will issue without them.

(Signed) J. W. GURLEY,
Clerk.

To JOHN R. GRYMES, Esq.,
Counsel for Defendants.

Marshal's Return.

Rec'd, January 26th, 1852, and on January 27th, 1852, served

copy of the within interrogatories and notice on John R. Grymes, in the manner following, to wit, by handing the same to him in person at New Orleans, returned January 27th, 1852.

(Signed) JULIEN BONNY,
Dep. U. S. Marshal.

Answers of T. Montgomery to Interrogatories-in-chief. Answer to Commission.

In pursuance of the above commission to me directed from the Circuit Court of the United States for the Fifth Circuit, Eastern District of Louisiana, I, William Perkins, caused to appear before me the above-named witness, Thomas Montgomery, residing in the Parish of Madison, and the said Thomas Montgomery, after having been duly sworn to make true answers to the foregoing interrogatories, did depose and say:

Answer to first interrogatory. I am forty-eight years of age. I am a planter, and reside on my plantation, on Bayou Vidal, in the Parish of Madison.

Answer to second interrogatory. I am acquainted with the complainant, Alfred Ingraham. I do not know who the other complainant, Alfred Ingraham. I do not know who the other complainants are. I have known Mr. Ingraham about eight or nine years. I am acquainted with all the parties defendants. I have known Horace H. Groves eleven or twelve years. I have known John K. Marshall five or six years. I have known Josiah Stansbrough about ten years. I have known Jesse Stansbrough eighteen or twenty years. I have known James Graham about twenty years. I have known Mrs. Frenetta Heayter about fourteen years. I have known Thomas Heayter about seven years. I have known Archibald Douglas eighteen years. I have known Nicholson Barns twenty-two years. I became acquainted with Mrs. Susan Bettis, I think, in 1835, and had a casual acquaintance with her, until her death, six or eight years ago. I have been acquainted with her sons, Gibson C. Bettis and Elijah Bettis, during about the same period, as near as I now remember.

Answer to interrogatory third. I was requested by the complainant, Alfred Ingraham, some time between the years 1841 and 1843, to notify in writing all the above-named parties, defendants, of the assignment spoken of in this interrogatory. Mr. Ingraham gave me the written notifications to hand to each of those individuals, except Nicholson Barns; whether that was included among them, I cannot now remember. I remember, also, there was no notification given to me to hand to John K. Marshall; I handed the written notifications, given me by Mr. Ingraham, to James Graham and Mrs. Susan Bettis, and showed the other notifications to several of the other defendants; I cannot now recall who they were. The defendants, to whom I showed the notifications, told me at the time they

did not wish to receive any such notifications; and I afterwards returned all those which I had not served, back to the Ingraham. I received the written notifications from Mr. Ingraham. I think some time in the year 1842 or 1843, and served those which were served, and showed the others, as I have mentioned, in the course of twelve months after they were put in my possession. The purport of the notifications was, that an assignment had been made by the President and Directors of the Grand Gulf Rail Road and Banking Company to Mr. Ingraham, and, I think, Mr. Linsey; whether there were any other assignees, I do not remember. I have preserved no copies of these papers, but returned all that I received and did not serve back to Mr. Ingraham, as before stated.

Answer to interrogatory fourth. I think it was generally understood, by the debtors to the bank, in Madison Parish, at that time, that an assignment had been made to Messrs. Ingraham and others, but I cannot say they were all aware of it.

Answer to interrogatory fifth. I know nothing further.

And I, the said William Perkins, having committed the answers of the said Thomas Montgomery to writing, as above set forth, and read over the same to him, declared the same to be correct and true, and has signed his name in verification thereof.

(Signed) THOS. MONTGOMERY.

Sworn to and subscribed before me, this twenty-sixth day of February, A.D. 1852.

(Signed) WILLIAM PERKINS.

Depositions of Harrod, Van Bibber, Callender, and Stockton.

Commission.

Filed 26th March, 1854.

Circuit Court of the United States, for the Fifth Judicial Circuit, holding sessions in and for the Eastern District of Louisiana.

A. INGRAHAM et als.
v.
H. H. GROVES et als. } No. 1752.

To J. W. Gurley, U. S. Commissioner: Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, A. Van Bibber and others, and them duly examine on oath, touching and concerning certain matters and things, in the seven cases now depending in the said Court, wherein Alfred Ingraham et als. are plaintiffs, and H. H. Groves et als. are defendants, being Nos. 1752, 1753, 1754, 1755, 1788, 1789, 1790, of the docket on the Chancery side of the Court; and the same examinations, so taken

and reduced to writing, you certify under your hand and seal, and send inclosed to this Court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness, the Honorable R. B. Taney, Chief Justice of the Supreme Court of the United States, at the City [SEAL.] of New Orleans, this seventeenth day of March, Anno Domini, 1854, and the 78th year of the Independence of the United States of America.

(Signed) J. W. GURLEY,
Clerk.

United States of America, Eastern District of Louisiana.

City of New Orleans.

Be it remembered, that by and in virtue of the annexed commission to me directed, I did, upon the days hereinafter stated, call and cause to come before me at my office, in the City of New Orleans, Charles Harrod, A. Van Bibber, Joseph Callender, and R. C. Stockton, persons of sound mind and lawful age, witnesses on part of the complainants in the said commission named, and after having duly examined and cautioned, and sworn the said witnesses to testify the truth and the whole truth, and nothing but the truth, touching and concerning the matters in controversy between the parties to the said suits, they did severally depose and say as follows:

Deposition of Charles Harrod.

21st March, 1854.

I am the custodian, as warden, of the archives of the Episcopal Church, on Canal Street, New Orleans, known as Christ's Church. The book now produced is the original record book of the interments in the Protestant Cementary, in this city, attached to that church. On pages 386 and 387, I find the following records of interments in the months of November, 1842. November 14th, John Lindsay, deceased, the same day (14). Fifty-five years of age. Place of birth, Mississippi. Cause of death, yellow fever—as by certificate, given by Dr. James Kitchie. Buried in vault No. 195, which was ordered by W. W. Fraser, and is in the middle tier, west front.

Witness now certifies, both upon his oath and in his official capacity as keeper of said archives, to the correctness of the above extract just dictated by him, in faith whereof he now signs this his deposition as his certificate.

(Signed) CHARLES HARROD.
(Signed) J. W. GURLEY,
Com'r.

Deposition of Abraham Van Bibber.

21st March, A. D. 1854.

I resided in 1842 in Claiborne County, Mississippi; I there knew

Mr. John Lindsay; he was President of the Grand Gulf Bank, and afterwards one of its assignees; he died in this city of New Orleans, as I have understood, of the yellow fever. I was one of the subscribing witnesses to a deed of assignment executed by the President and Directors of the Grand Gulf Banking Company and Alfred Ingraham to said Ingraham and George Read; all of the parties to it lived, or were established, in the State of Mississippi at the time; my brother, George L. Van Bibber, also witnessed the deed; my brother, George L., now lives in the State of Maryland, and I myself am but temporarily in the State of Louisiana. Witness being shown a deed marked Exhibit, No. 1, dated the 31st day of December, 1842 (see post, page 239), says that his own signature, and the signature of his brother George L., and the signatures of the said Ingraham and of the said Reed, affixed the said deed, are all genuine; said deed was executed at the place and on the date which it purports to have been executed. Witness being shown another *another* deed of assignment, now produced and marked Exhibit No. 2 (see ante, page 37), and purporting to be a deed of assignment, in trust from the President and Directors of the Grand Gulf and Banking Company to John Lindsay and Alfred Ingraham, bearing date the 10th day of February, 1842, in Claiborne County, State of Mississippi, says that the signature of J. Lindsay, President, thereto, is the genuine signature of the same John Lindsay, already referred to by witness, who was President of the said Banking Company at the time; and that the signatures of John Lindsay and Alfred Ingraham, subscribed to their acceptance of the trust, a little below, are the genuine signatures of the said Lindsay and Ingraham. This last deed was really executed on the day and year that it bears date, and at the place where it purports to have been executed; I have often seen Mr. Lindsay, Mr. Ingraham, and Mr. Read write and sign their names. I have no interest whatever in the event of these suits.

(Signed) A. VAN BIBBER.
(Signed) J. W. GURLEY,
Com'r.

Deposition of Joseph Callender.

Taken 21st March, 1854.

I was at one time the Cashier of the Grand Gulf Rail Road and Banking Company; I knew Mr. John Lindsay, President of the said bank, who, it was understood, was sent out from the North, by the northern stockholders, to take charge of it, about the time it became embarrassed; I have often seen him write and sign his name. Witness being shown a certain document, bearing date the 10th day of February, 1842, purporting to be a deed of assignment, in trust from the said Banking Company to John Lindsay and Alfred Ingraham, says the signature, J. Lindsay, President, affixed thereto, is the genuine signature of the said Lindsay, and that the large seal

thereto is the seal of the said Company; the signatures of John Lindsay and Alfred Ingraham, appended to the acceptance of said trust, are their genuine signatures; said deed is marked by me (Com'r.) Exhibit No. 2. Witness being shown the 2d deed of assignment, bearing date 31st day of December, 1842, purporting to be a deed of assignment from said Banking Company and Alfred Ingraham, together, to said Ingraham and George Read, says that the said signatures of said Ingraham and Read thereto are genuine, and that the seal affixed to said assignors' signatures, is the said seal of the said bank (Exhibit No. 1). I have no interest whatever in the event of these cases.

(Signed) J. CALLENDER.
(Signed) J. W. GURLEY,
Com'r.

Deposition of R. C. Stockton, Esqr.

Taken 24th, March, 1854.

I am an attorney and counsellor at law, and practised in the Parish of Madison, La., from its organization as a parish to the present time; I never practised in Tensas Parish. I am the person who was appointed in the cases of Marshall *v.* the Grand Gulf Bank, to represent the absent defendants; before the institution of those suits I had conversations with Mr. Marshall, in relation to his claims against the bank; he made inquiries of me about the practicability of levying attachments upon the assets of the bank in those parishes; we spoke about the assignment which had been made by the Grand Gulf Bank, but neither of us had any copy, nor had we seen either the original or any copy of that assignment at the time of the conversation; Mr. Marshall did not tell me that he had seen either the original or any copy of the assignment; we discussed the effect which the assignment might have upon the validity of the attachment which he contemplated making, and I advised him, that if the assignment was such as that which had been made by the Commercial and Rail Road Bank of Vicksburg, the assignment by the Grand Gulf Bank would be of no validity; the assignment made by the Commercial and Rail Road Bank of Vicksburg had been directed by able counsel in Mississippi, and approved by the counsel of the Bank of the United States in Philadelphia, and we therefore presumed that the assignment by the Grand Gulf Bank was drawn in the same manner, and was consequently invalid, and would not be in the way of the attachments; the fact that the Grand Gulf Bank had made an assignment was, I believe, a matter of general notoriety in the Parishes of Madison; I heard it very generally spoken of, after and before the time of the conversation alluded to.

Cross-Examination.

I had no knowledge of this assignment except from rumor.

(Signed) RICH'D C. STOCKTON.
(Signed) J. W. GURLEY,
Comm'r.

I certify that I did reduce to writing the depositions of the said witnesses in their presence respectively. And that, after having carefully read to each witnesses his depositions, they were signed by them in my presence. And I further certify, that I did duly notify John R. Grymes, Esq., the solicitor of record of the defendants, in the several suits in the caption named, of the time and place of taking of each of the said depositions, and that he did attend, and cross-examine the witness, R. C. Stockton, but did not attend the examination of either of the other witnesses. And further, I certify that I am not of counsel or attorney to any of the parties to the suits in the caption named, nor in anywise interested in the event thereof.

In testimony whereof, I hereunto set my hand and private seal, at the City of New Orleans, this 26th March, 1854.

[SEAL.] (Signed) J. W. GURLEY,
Comm'r of the U. S., for Eastern Dist. of La.

Exhibit No. 1.

Referred to by Bibber and Callender in their depositions, annexed to the foregoing commission.

Assignment in Trust.

By Grand Gulf Rail Road and Banking Company to Lindsay and Ingraham.

December 31st, 1842.

Whereas, on the tenth day of February, in the year of our Lord eighteen hundred and forty-two, the President and Directors of the Grand Gulf Rail Road and Banking Company executed a deed of trust and assignment of all its property and effects to John Lindsay and Alfred Ingraham, which deed of trust was made to secure and pay the debts due by the said President and Directors of the Grand Gulf Rail Road and Banking Company, and is in the words and figures following, to wit:

This indenture, made the tenth day of February, in the year of our Lord one thousand eight hundred and forty-two, by and between the President and Directors of the Grand Gulf Rail Road and Banking Company of the one part, and John Lindsay and Alfred Ingraham, of the County of Claiborne and State of Mississippi, of the other part. Whereas, the party of the first part are indebted to sundry

persons and bodies corporate in divers sums of money, which, from various causes, the said party of the first part are unable, at present, fully to pay and satisfy, but are desirous of providing an adequate security for the payment and satisfaction of the same, in a just and equitable manner.

Now this indenture witnesseth, that the said party of the first part, as well for the consideration aforesaid, as for and in consideration of the sum of one dollar to them in hand paid by the party of the second part, at and before the sealing and delivery of these presents, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, aliened, enfeoffed, released, confirmed, assigned, delivered, transferred, and set over, and, by these presents, do grant, bargain, sell, alien, enfeoff, release, confirm, assign, deliver, transfer, and set over unto the said party of the second part, all and singular the lands, tenements, hereditaments, stocks, goods, chattels, rights, credits, moneys, property, and effects of the said party of the first part, whatsoever and wheresoever, saving and excepting only the estate, property, and effects, contained, described, and set forth in a certain schedule hereunto annexed, sealed with the seal of the said party of the first part, and bearing even date herewith.

To have and to hold all and singular the premises hereby given, granted, assigned, and transferred, or intended so to be, to the said party of the second part, and to the survivor of them, and the heirs, executors, administrators, and assigns of such survivor, to and for them and his own use, benefit, and behoof forever, as joint-tenants, and not as tenants in common. In trust, nevertheless, to and for the following uses, intents, purposes, and trusts, and to and for none other whatsoever: that is to say, in trust in the first place to enter upon the real estate hereby granted, and to sell, dispose of, and convey the same in fee simple, or for any less estate, by public or private sale, for the best price that can be obtained for the same, for cash or on credit, as to them may seem most expedient, and to give receipts for the purchase-money, so that the purchaser or purchasers shall not be accountable for the same, and in the meantime, and until sales shall be made, to receive the rents, issues, and income of the said real estate, and pay the charges thereon, and to sell, dispose of, assign, and transfer all the personal estate, property, and effects hereby assigned, transferred, and set over by the party of the first part to the party of the second part, for the best price that can be obtained for the same, for cash or on credit, as to them shall seem most expedient, and to receive in payment of the same, and in payment of the real estate so as aforesaid sold and conveyed, the notes and other evidences of debt of the party of the first part, if the said party of the second part shall deem it expedient so to do. And, in the next place, in trust to ask, demand, sue for, recover, receive, collect, and get in, all and singular the debts and moneys due and owing to the party of the first part and hereby assigned, and, at

their discretion, to compromise and compound for the same, and in payment of the same, to take real or personal estate, and to receive the notes and other evidences of debt of the party of the first part, and the moneys so collected, received, and got in, as well as the proceeds of the said real and personal estate safely to keep and apply to and for the uses and purposes herein declared. That is to say:

In the first place, to pay and discharge all reasonable and necessary expenses, costs, and charges, attending the execution of this trust, in which it is expressly understood and agreed, that there be included to be charged by and allowed to the said John Lindsay five thousand dollars per annum, and the said Alfred Ingraham the sum of four thousand dollars per annum, respectively, so long, as they shall respectively devote their time and attention to the business and concerns of this trust, so far as the same shall be required. Provided always, that if at any time hereafter any creditor or creditors of the said party of the first part, interested in this trust to the amount together of two hundred and fifty thousand dollars, or more, shall require the parties of the second part to call a meeting of all the creditors so interested for the purposes diminishing, enlarging, or revoking, such allowances to the assignees above mentioned, or any of them, that it shall then be the duty of the said party of the second part to call such meeting, to be held at some convenient place, to be by them appointed, of which sixty days' notice shall be published in one or more papers of the County of Claiborne, and State of Mississippi, and of the Cities of New York, Philadelphia, and New Orleans, at least eight times during the said period of sixty days; and at such meeting a majority in number and value of all said creditors shall then and there have power to diminish, increase, or revoke, the said allowance accordingly; and, in case of such diminution or revocation, then the trust of this indenture, in regard to such allowance, shall thereafter conform to such order of the creditors aforesaid, saving, nevertheless, in that event, to the parties of the second part and each of them, their right to such compensation, as a competent tribunal shall in this behalf hold them to be respectively entitled to for their services in the execution of this trust. And, in the second place, to pay off, discharge, and satisfy all the judgments heretofore entered and obtained against the said party of the first part in any Court, or before any magistrate in the State of Mississippi, together with the interest, costs, and charges according thereon. And in the third place, fully to indemnify, save harmless all sureties from any loss or damage which they or any of them have sustained or may sustain, for or by reason of any suretyship, engagement, or responsibility, of any kind whatsoever, which they respectively have entered into for or on behalf of the said party of the first part to these presents. And, in the fourth place, from time to time, as often as they shall have moneys in hand of sufficient amount for a dividend to divide and distribute the same

ratably and equally in and towards the payment of all and every the debts of the said party of the first part, and the interest accrued thereon, so that each creditor may participate ratably and alike in every such dividend, until all the said debts and the interest accrued thereon shall be fully paid off and discharged. And, in further trust, from and after the payment and discharge of the debts intended to be secured and provided for by this indenture in full, with interest, then to retransfer, convey, and pay over to the said party of the said part, their successors and assigns, whatever may remain of the premises hereby granted or assigned, and all moneys, credits, and effects, which may have been raised therefrom, or from any part thereof, and not applied to the purposes of the trusts herein and hereby created, together with all deeds, papers, muniments of title, evidences and securities relating thereto. Provided always, nevertheless, and it is hereby expressly declared, understood, and agreed, as the condition of this indenture and the trusts therein and thereby created, that before the said trustees, their successors, or assigns, shall proceed to make or declare any dividend on the moneys raised or collected as aforesaid, they shall give sixty days' notice of their intention so to do, in one or more newspapers published in the cities of New York, Philadelphia, and New Orleans, and in the County of Claiborne, at least eight times during the said period of sixty days, calling upon the claimants to come forward and prove their debts; and such dividend shall be declared and made only on the amounts so brought forwards and proved; and no creditor shall be entitled to claim or receive such dividend, who shall not have brought forward and proved his, her, or their debt or debts before the time appointed for making and declaring such dividends. But if any further dividends shall thereafter be made, such neglecting or defaulting creditors, bringing forward and proving his, her, or their claim or claims, in time therefore, as aforesaid, shall be entitled to receive, in addition to such dividend, an amount equal to the rate of dividend or dividends which shall have been before made and paid, and so on, from time to time, until a final dividend shall be declared and made, which final dividend the said trustees, their successors and assigns, are hereby authorized and required to declare and make, whenever the moneys arising from the premises hereby granted and assigned, shall by the payment of the said final dividend be disposed of and exhausted, or when all the creditors who have brought forward and proved their claims shall be paid in full, principal and interest; it being understood, however, that no interest shall be paid until the final dividend, and from and after such final dividend no creditor shall have any claim upon the remaining fund, if any there be, nor upon the said trustees, their successors, or assigns, for or by reason of these presents, or the trusts herein or hereby created; but the same, except the trust for reconveying the surplus to the said party

of the first part, their successors or assigns, shall thenceforth cease, determine, and be at an end.

Provided, also, and it is expressly understood and agreed, that if the said party of the first part, their successors or assigns, shall at any time pay off and discharge the said debts, then, and from thenceforth, the trusts herein and hereby created, or so much thereof as shall remain unexecuted, shall cease and be determined, and the whole of the trust property then remaining shall be conveyed, transferred, and be delivered, to the said party of the first part, their successors or assigns. And it is hereby expressly agreed by and between the parties to these presents, as a condition, and part thereof, that the said trustees, their successors and assigns, shall not be answerable for the acts, omissions, or defaults, of each other, but only each for his own acts, omissions, and defaults; and that they shall not be answerable for the misconduct, omission, or default of any agent or agents they may find it necessary to employ, but that they shall be accountable only for the exercise of fair and reasonable skill and judgment, as well in the appointment of such agent or agents, as in the general management of the trust hereby created, if the same be executed in good faith and intention. And the better to enable the party of the second part, their successors and assigns, to execute the said trusts, the said party of the first part do hereby make, constitute, and appoint them their true and lawful attorneys and attorney irrevocable in the premises, for them and in their name, or otherwise, but to and for the uses, intents, and purposes of this trust; and at the cost and charges of the same to ask, demand, sue for, and recover, and receive, all and every sum or sums of money due, or to become due, by reason of any matter or thing herein or hereby granted and assigned or intended so to be; and to give receipt and acquittances for the same, and generally to act and do as fully and effectually in the premises as they themselves might or could do; and substitute or substitutes one or more under them to nominate and appoint, and again at pleasure to revoke such nominations or appointments, hereby ratifying and confirming whatsoever they or their said substitute or substitutes may lawfully do in the premises.

In witness whereof the said parties have hereunto interchangeably set their hands and seals, the said the President and Directors of the Grand Gulf Rail Road and Banking Company, of the first part, acting by their President, John Lindsay, at Grand Gulf, the day and year first above written.

The words "the" in the fourth line from the top of the second page, "to take real or personal estate and" in the twentieth line from the top of the second page, the word "one" in the fifth line from the bottom of the fourth page, and the words "or otherwise" in

the third line from the bottom of the fifth page, were interlined before execution.

[S.L.] J. LINDSAY,
President.

We accept the trusts created by the above indenture of assignment, this twenty-fifth day of February, in the year of our Lord one thousand eight hundred and forty-two.

JOHN LINDSAY, [S.L.]
ALFRED INGRAHAM. [S.L.]

State of Mississippi, Claiborne County.

Before me, the subscriber, Judge of the Probate Court of the County aforesaid, appeared the above-named John Lindsay, Esquire, to me personally known as the President of the Corporation above named, "The President and Directors of the Grand Gulf Rail Road and Banking Company," who being duly sworn according to law, did depose and say, that he executed the above-written indenture, as President of the said Corporation, and that the above impression is the common seal of the said Corporation, thereto duly affixed by the authority of the Board of Directors, and that the said indenture is sealed and delivered as the proper act and deed of the said the President and Directors of the Grand Gulf Rail Road and Banking Company, for the uses, intents, and purposes therein set forth.

Given under my hand and seal this 25th day of February, A. D. 1842.

WM. M. RANDOLPH, [S.L.]
Judge, Probate C. C.

Schedule of the estate, property, and effects excepted and reserved in the foregoing indenture of assignment annexed thereto, and sealed with the common seal of the President and Directors of the Grand Gulf Rail Road and Banking Company, at Grand Gulf, on the 10th day of February, 1842, by authority of the said President and Directors, viz.:

A note, executed by D. B. Patterson, R. J. Bland, J. Harper, dated Grand Gulf, December 6th, 1837, payable to the President and Directors of the Grand Gulf Rail Road and Banking Company, 4 months after the date thereof, for $1500 00, entitled to a credit July 15th, 1838, of $1139 52.

A note executed by Benjamin F. Stockton, Harper, Carpenter & Co., in liquidation, A. Tunstall & Co., in liquidation, L. P. Maxwell, dated Grand Gulf, 21st March, 1839, payable to the President and Directors of the Grand Gulf Rail Road and Banking Company, on the 15th November, 1839, for $1060 00.

A note, executed by A. Tunstall, J. Harper, Summers & Watt,

dated Grand Gulf, 19th December, 1836, payable to the President and Directors of the Grand Gulf Rail Road and Banking Company, thirteen months after the 23d of December, 1836, for $1500 00.

A note, executed by A. Tunstall & Co., in liquidation, Harper, Carpenter & Co., Summers & Wall, dated Grand Gulf, 24th December, 1837, payable to the President and Directors of the Grand Gulf Rail Road and Banking Company, thirty days after the 30th December, 1837, for $600 00.

A note, executed by Eli West, for $718 $\frac{75}{100}$, dated Port Gibson, September 24th, 1838, payable on the first of March, 1839, to J. O. Peerson & Co., or order, and indorsed by J. O. Peerson & Co., and by Muir, Moore & Co., negotiable and payable at the Bank of Port Gibson, and protested for non-payment at maturity.

A bill of exchange, drawn by Brock and Jones on Davis, Wood & McCall, Vicksburg, Mississippi, for 1000 dollars, dated at Grand Gulf, January 11th, 1837, payable thirty days after date to the order of Sawyer & Wilroy, and indorsed by them, and A. Tunstall & Co., and protested for non-payment at maturity.

A bill of exchange, drawn by Wm. M. Brown on Bogart & Hoopes, of New Orleans, and by them accepted, on the 20th of November, 1835, for 1525 dollars, dated Port Gibson, 13th November, 1835, payable four months after sight to the order of Jos. H. Moore & Co., and indorsed by them and Robt. G. Green, and protested for non-payment at maturity.

[L. S.] J. LINDSAY,
President.

State of Mississippi, County of Claiborne.

I, Frederick J. Poor, Clerk of the Probate Court in and for said county, do hereby certify, that the within and foregoing deed of assignment was filed in my office for record, on the 25th day of February, A. D. 1842, and that the same is now duly recorded in my office in Book W, pages 20, 21, 22, 23, 24.

[L. S.] Given under my hand and official seal, at Port Gibson, this 6th day of April, A. D. 1842.

FREDK. J. POOR,
Clerk.
By H. CARPENTER,
D. C.

And whereas, the said John Lindsay and Alfred Ingraham accepted the trusts of said deed, and took into their possession and control the property and effects, and entered upon the execution of the trusts thereof. And whereas, since the execution of said deed of trust, and the acceptance thereof by said John Lindsay and Alfred Ingraham, the said John Lindsay has departed this life. And whereas, the duties necessary to a proper fulfilment and discharge of the said

trusts are extremely onerous, and it is utterly impossible for the said trusts to be effectually carried into execution, and the interest of the creditors of the said President and Directors of the Grand Gulf Rail Road and Banking Company to be properly protected without the appointment of an additional trustee. The amount of business involved and the proper execution of said trusts require that another trustee should be appointed in the place of said John Lindsay, deceased. It has, therefore, been deemed proper and advisable, by the said President and Directors of the Grand Gulf Rail Road and Banking Company, the said Alfred Ingraham, and by various creditors of the said President and Directors of the Grand Gulf Rail Road and Banking Company, that George Read, of the County of Claiborne, and State of Mississippi, should be associated as a co-trustee with the said Alfred Ingraham, for the *the* accomplishment and due execution of the foregoing deed of trust. And whereas, the said George Read has agreed to be associated and to act with the said Alfred Ingraham as co-trustee as aforesaid, in the place of said John Lindsay, deceased, subject to the same duties and responsibilities, and to receive the same remuneration that the said Lindsay received as trustee as aforesaid. Therefore, to accomplish these purposes, and to more effectually carry into effect the provisions and trusts in the foregoing deed of assignment mentioned, this indenture witnesseth, that the said President and Directors of the Grand Gulf Rail Road and Banking Company, and the said Alfred Ingraham, for the consideration aforesaid, and for the further consideration of five dollars, to them in hand paid by the said George Read, receipt of which is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, confirmed, assigned, delivered, transferred, and set over, and by these presents do grant, bargain, sell, alien, enfeoff, release, confirm, assign, deliver, transfer, and set over unto the said Alfred Ingraham, and to the said George Read, and to the survivor of them, and to the heirs, executors, administrators, and assigns of such survivor, all and singular the lands, tenements, hereditaments, stocks, goods, chattels, rights, credits, moneys, property and effects, in the aforesaid deed of trust, made by the said President and Directors to the said John Lindsay and Alfred Ingraham, mentioned, and contained, and described, saving and excepting only the estate, property, and effects contained, described, and set forth in a certain schedule annexed to the aforesaid deed of trust and assignment, sealed with the seal of the said President and Directors, and bearing even date with said deed of trust and assignment, of all which property, real and personal, effects, notes, &c., hereby assigned and conveyed to the said Alfred Ingraham and George Read, a schedule will be made out as soon as the same can conveniently and reasonably be done, and be annexed hereto. To have and to hold all and singular the said property, real and personal, debts, choses in action, and effects, to them the said Alfred Ingraham and

George Read, and to the survivor of them, and the heirs, executors, administrators, and assigns of such survivor, upon the same trusts and uses named, specified, and declared in the said deed of trust, so executed as aforesaid, to the said John Lindsay and Alfred Ingraham; and the said trustees to have the same powers, and to be subject to the same responsibilities that the said trustees, Lindsay and Ingraham, were subject to, in and by the aforesaid deed. And whereas, the clause in said original deed, made to said Lindsay and Ingraham, giving power to said trustees to compromise and compound claims and debts due to said President and Directors, and to receive real and personal estate in payment thereof, was only intended to embrace cases wherein the parties who owed the debts were in doubtful or desperate circumstances, or where the debt or demand was legally disputable, and a recovery of the same was doubtful, therefore, to explain clearly the intention of said parties, it is hereby declared, that said power to compromise and compound and to receive real and personal estate, shall only extend to cases of the said doubtful or disputable character. In testimony whereof, the said President and Directors of the Grand Gulf Rail Road and Banking Company have hereunto affixed the common seal of them the said President and Directors of the Grand Gulf Rail Road and Banking Company, *have hereunto affixed the common seal of them the said President and Directors of the Grand Gulf Rail Road and Banking Company*, and the said Alfred Ingraham hath hereunto set his hand and affixed his seal, on this the thirty-first day of December, in the year of our Lord eighteen hundred and forty-two.

[S. L.]
ALFRED INGRAHAM, [SEAL.]

We saw the seal of the President and Directors of the Grand Gulf Rail Road and Banking Company affixed to this deed of assignment, on the day and year above named, to wit, the thirty-first day of December, in the year of our Lord eighteen hundred and forty-two, in presence of the Board and Directors of said bank, and by their order and direction. And we saw Alfred Ingraham sign, seal, and acknowledge the same, and we saw said deed delivered on the said day, to Alfred Ingraham and George Read, the trustees named therein.

GEO. L. VAN BIBBER,
A. VAN BIBBER.

We accept the office of assignees as within set forth. Witness our hands and seals, this thirty-first day of December, eighteen hundred and forty-two.

ALFRED INGRAHAM, [SEAL.]
GEO. READ. [SEAL.]

Witnesses,
GEO. L. VAN BIBBER.
A. VAN BIBBER.

State of Mississippi, Claiborne County.

Personally appeared before me, William M. Randolph, Judge of the Probate Court of the County aforesaid, the above-named George L. Van Bibber and A. Van Bibber, subscribing witnesses to the above and foregoing deed of trust and assignment, who, being first duly sworn, depose and say, that they saw the common seal of the President and Directors of the Grand Gulf Rail Road and Banking Company affixed to said deed of trust and assignment, on the day it bears date, as the act and deed of the said President and Directors of the Grand Gulf Rail Road and Banking Company, in the presence of and by the direction of the Board of Directors of said institution. And that they saw the said deed, after it was sealed as aforesaid, delivered to Alfred Ingraham and George Read, the assignees therein named, as the act and deed of the said the President and Directors of the Grand Gulf Rail Road and Banking Company, and that they subscribed as witnesses to the same at the request of said Board of Directors, in the presence of each other, and in the presence of the Board of Directors, on the day and year therein named. Said witnesses also depose, that they saw Alfred Ingraham sign, seal, and deliver the said deed of trust and assignment as his act and deed.

Witness also depose, that they saw Alfred Ingraham and George Read sign their names and affix their seals to that part of said deed showing the acceptance of the trusts thereof.

Given under my hand and seal, this thirty-first day of December, in the year of our Lord eighteen hundred and forty-two.

WM. M. RANDOLPH. [SEAL.]

The State of Mississippi, County of Claiborne, *ss.*

I, Frederick J. Poor, Clerk of the Probate Court in and for said county, do hereby certify that the foregoing deed of trust and assignment was filed in my office for record on the 31st day of December, A.D. 1842, and that the same is now duly recorded in Book W, pages 233, 234, 235, 236, 237, and 238.

[SEAL.] Given under my hand and seal of office, at Port Gibson, this 16th day of January, A.D. 1843.

FRED'K J. POOR,
Clerk.

State of Mississippi, Copiah County, *ss.*

I, William W. Cook, Clerk of the Probate Court in and for said County of Copiah, do hereby certify that the foregoing deed of trust and assignment is hereby truly recorded in my office, in Book K, pages 357, 358, 359, 360, 361, 362, 363, and 364.

[SEAL.] Given under my hand and official seal, at Gallatin, this 11th day of April, A. D. 1843.

W. W. COOK,
Clerk.

State of Mississippi, County of Claiborne.

I, William M. Randolph, Judge of the Probate Court of the County of Claiborne, in the State of Mississippi, do certify that the certificate and attestation of Frederick J. Poor, on the reverse side written, are in due form of law, and that said Poor, being clerk of said Court, is the proper officer to make said certificate and attestation.

Given under my hand and seal, this 4th day of December, A. D. 1844.

WM. M. RANDOLPH, [SEAL.]
Judge.

The State of Mississippi, County of Claiborne, *ss.*

I, Frederick J. Poor, Clerk of the Probate Court in and for said County and State, do hereby certify that William M. Randolph, whose name is subscribed to the foregoing certificate, is and was at the time of his subscribing the same, Judge of the Probate Court in and for the County of Claiborne, State aforesaid, duly commissioned and qualified according to law, and that full faith and credit are due and ought to be given to all his official acts as such.

[SEAL.] Given under my hand and seal of office, at Port Gibson, this 4th day of December, A. D. 1844.

FRED'K J. POOR,
Clerk.

Depositions of J. G. Gordon and Thomas Montgomery.

Commission filed, 22d November, 1852.

Circuit Court of the United States, for the Ninth Judicial Circuit, holding sessions in and for the Eastern District of Louisiana. To William Perkins, Esq., Counsellor at Law (Parish of Madison, State of Louisiana), or James H. Maury, J. Y. Hollargsworth, and William J. Wilson, or any of them.

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you, James G. Gordon, a witness for complainants, and also Thomas Montgomery, a witness for the same, and them duly examine on oath on the annexed interrogatories, touching and concerning certain matters and things in a case now depending in the said Court, wherein Alfred Ingraham et als. are plaintiffs, and H. H. Groves, adm'r, et als., are defendants, being in suits numbered 1752, 1753, 1754, 1755, 1788, 1789, and 1790, on the Chancery docket of this Court, and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send inclosed to this Court without delay, to be read in evidence on the trial of said cause, and send also this suit.

Witness the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, at the City of New Orleans, this 29th day of March, Anno Domini 1852, and the 76th year of the Independence of the United States of America.

[SEAL.]

J. W. GURLEY,
Clerk.

By WILLIAM CORNELIUS,
Deputy Clerk.

Annexed to Foregoing Commission.

United States Circuit Court, Fifth Circuit and Eastern District of Louisiana.

ALFRED INGRAHAM et als.
v.
HORACE H. GROVES' ADM'R, JOHN R. MARSHALL, and JOSIAH STANBROUGH. } No. 1752.

Same Court.

ALFRED INGRAHAM et al.
v.
JESSE STANBROUGH, JOHN R. MARSHALL, JOSIAH STANBROUGH, HORACE H. GROVES, Adm'r. } No. 1753.

Same Court.

ALFRED INGRAHAM et al.
v.
JAMES GRAHAM, FRENETTA HAYTER, Adm'x of Succes. of THOMAS CURRY, and now wife of THOMAS HAYTER, JOHN R. MARSHALL, HORACE H. GROVES, Adm'r, and JOSIAH STANBROUGH. } No. 1754.

Same Court.

ALFRED INGRAHAM et al.
v.
JESSE STANBROUGH, JAMES GRAHAM, ARCHIBALD DOUGLAS, Curator of STEPHEN DOUGLAS, and JOHN R. MARSHALL. } No. 1755.

Same Court.

ALFRED INGRAHAM et al.
v.
NICHOLSON BARNES, JOHN R. MARSHALL, HORACE H. GROVES, Adm'r, and JOSIAH STANBROUGH. } No. 1788.

Same Court.

ALFRED INGRAHAM et al.
v.
SUSAN BETTES, GIBSON C. BETTES, and JOHN R. MARSHALL. } No. 1789.

Same Court.

ALFRED INGRAHAM et al.
v.
ELIAS T. NEWLEN, JAMES GRAHAM, and JOHN R. MARSHALL. } No. 1790.

Interrogatories to be propounded to James G. Gordon, residing in Tensas, in Madison Parish, State of Louisiana, a witness to be called, sworn, and examined on the part of Alfred Ingraham and George Read, complainants in the foregoing suits, before William Perkins, Esquire, Counsellor at Law, residing in the Parish aforesaid.

Interrogatory First. What is your age, place of residence, and occupation?

Interrogatory Second. Do you know the parties, complainant and defendant, in the above-entitled suit? If yea, state how long you have known them respectively.

Interrogatory Third. Do you know whether or not said defendants, Horace H. Groves, Moses Groves, Josiah Stanbrough, Jesse Stanbrough, James Graham, Thomas or Frenetta Curry, Stephen Douglas, Archibald Douglas, Nicholson Barnes, Susan Bettis, Gibson C. Bettis, Elijah J. Bettis, and Elias T. Newlen, or any of them, ever knew or had notice of a certain assignment, made about the 10th of February, 1842, to the President and Directors of the *of the* Grand Gulf Rail Road and Banking Company to John Lindsay and Alfred Ingraham, of its property, especially of its claims of debts due by said defendant? If yea, state which of said defendants knew or had such notice, and at what times they respectively knew such fact or first received such ratification.

Interrogatory Fourth. State whether or not the fact of such assignment having been made to said Ingraham and Lindsay, their assigns, &c., was ever a matter of notoriety and common conversation in the Parish of Madison and Tensas; and if so, when it first became so?

Interrogatory Fifth, and last. Do you know or can you set forth any other matter or thing which may be of benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination in the matters in

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question in these causes? If yea, set forth the same fully and at large in your answer.

H. H. STRAWBRIDGE,
Solicitor for Complainants.
P. C. WRIGHT,
Of Counsel.

Interrogatory, to be propounded to Thomas Montgomery, a witness on the part of complainants, who has been heretofore sworn and examined on the part of said complainants in the above-entitled causes.

Look upon the documents annexed to this commission and interrogatory, and marked respectively Nos. 1, 2. Did you serve the same, or copies or duplicates thereof, upon the persons to whom they are respectively addressed, or read or exhibit the same to them, or informed them of the contents thereof? If yea, state as nearly *as nearly* as possible at what time you did so, and in what manner; state also whether or not you served, showed, read, gave, or otherwise communicated similar notices to the other enumerated defendant in the above-entitled suit, or to those persons of whom they are legal representatives. If yea, state to which of them, and at what time.

H. H. STRAWBRIDGE,
Solicitor for Complainants.

Document No. 1.

Referred to in the Interrogatory propounded to Montgomery, and annexed to Commission.

GRAND GULF, March 31st, 1842.

MRS. SUSAN BETTIS.

Madam: You are hereby notified that the President and Directors of the Grand Gulf Rail Road and Banking Company have assigned to John Lindsay and Alfred Ingraham, in trust for the benefit of their creditors, all their interest in the debts due by you to said Company, either as principal, joint drawer, indorser, or curator, and all judgments obtained on the same, and that said assignees, or their attorneys, alone are authorized to receive and receipt for the same.

JOHN LINDSAY,
ALFRED INGRAHAM,
Assignees.

I acknowledge that a copy of the above notice was served on me, this day of 1842.

Indorsed.

Ninth Judicial District.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } No. 666 & 667.

Testimony taken by consent.

Thomas Montgomery, a witness, of lawful age, produced by defendants, intervenors, deposes, that in March or April, 1842, by request

of the assignees of defendant, he presented to the garnishee, Mrs. Susan Bettis, the notice on the reverse hereof written, and read the same to her and explained it; she did not, however, seem to comprehend it, and consequently refused to sign the notice.

THO'S MONTGOMERY.

Sworn to and signed in open Court before me.

J. W. COUCH,
Deputy Clerk.

Indorsed: Agreed, that the foregoing testimony of Thomas Montgomery may be offered in evidence, the plaintiffs waiving the production of the witness on the stand, and waiving the X examination. J. Dunlap, for plaintiff. Filed May 8th, 1844.

J. W. COUCH,
Deputy Clerk.

Document No. 2.

Referred to in Interrogatory propounded to Montgomery, and annexed to Commission.

GRAND GULF, March 1st, 1842.

H. H. GROVES, Curator of the estate of Moses Groves, deceased:

Sir: You are hereby notified that the President and Directors of the Grand Gulf Rail Road and Banking Company have assigned to John Lindsay and Alfred Ingraham, in trust for the benefit of their creditors, all their interest in the debts due by you to said Company, either as principal, joint drawer, indorser, or curator, and all judgments obtained on the same, and that said assignees or their attorneys alone are authorized to receive and receipt for the same.

JOHN LINDSAY,
ALFRED INGRAHAM,
Assignees.

I acknowledge that a copy of the above notice was served on me this ninth day of April, 1842.

H. H. GROVES,
Curator.

Indorsed: 5355. Commercial Court. J. S. Wood & Co. *v.* The Grand Gulf Rail Road and Banking Company. Return to commission. Filed 19th May, 1843. R. Garder, Deputy Clerk. D. Filed June 14th, 1843. Ed. Garder, Clerk.

Document No. 3.

Referred to in Gordon and Montgomery's testimony, and annexed to Commission.

No. 3.

GRAND GULF, March, 1842.

JESSE STANBROUGH, Esq.

Sir: You are hereby notified that the President and Directors of

the Grand Gulf Rail Road and Banking Company have assigned to John Lindsay and Alfred Ingraham, in trust, for the benefit of their creditors, all their interest in the debts due by you to said Company, either principal, joint drawer, indorser, curator, or administrator, and all judgments obtained on the same, and that said assignees, or their attorneys, alone, are authorized to receive and receipt for the same.

JOHN LINDSAY,
ALFRED INGRAHAM,
Assignees.

I do hereby acknowledge to have received, and to have now in my possession, a true copy of the above notice of assignment of all the debts due by me to the Grand Gulf Rail Road and Banking Company to John Lindsay and Alfred Ingraham, as above stated. This 25th Nov. 1842.

JESSE STANBROUGH.

Notice.

Clerk's Office, U. S. Circuit Court, Eastern Dist. of La.

You are hereby notified to file your cross-interrogatories to the foregoing, within ten days from the service hereof, otherwise the commission will issue without them.

J. W. GURLEY,
Clerk.

To JOHN R. GRYMES, ESQ.

Answers of James G. Gordon to the foregoing Interrogatories.

By virtue of the above commission, to me directed, from Circuit Court of the United States for the Eastern District of Louisiana, in certain suits depending in said Court, wherein Alfred Ingraham et als. are plaintiffs, and H. H. Groves, administrator, et als., are defendants, being suits numbered 1752, 1753, 1754, 1755, 1788, 1789, 1790, on the chancery docket of said Court, I, J. G. Hollingsworth, commissioner, did, on the eleventh day of June, A.D. 1852, cause to come before me, at my house in the Parish of Tensas, the within-named witness, James G. Gordon, and him having first sworn to tell the truth, the whole truth, and nothing but the truth, on the Holy Bible, did then and there proceed to examine said witness, and reduced his answers to writing, as follows, viz.:

Answer to interrogatory first. I am fifty-three years of age; my place of residence in Tensas Parish, and my occupation a planter.

To interrogatory second. I know all the parties in the above suits, except Thomas Haytor and Thomas Curry, but I know William Curry, who was the husband of said Frenetta Haytor; I have known all the parties over twelve years; I have known the said

Graham, Curry, Groves, Barnes, Marshall, and Jesse Stansbrough, from sixteen to twenty years.

To interrogatory third. I will state that on the first day of May, 1842, Horace H. Groves, curator or administrator of Moses Groves, dec'd, gave to me one thousand and sixty dollars, in the notes of the Grand Gulf Rail Road and Banking Company, which I was instructed by him to pay to the assignee of said bank, which was to be paid on a note of Moses Groves, for ten thousand dollars, due to said bank, through its assignees, which I know to be one of the notes now in controversy in this suit.

I did not pay said money to the assignees until the fourth day of April, 1843; the reason I did not, Horace H. Groves told me he would give me more of said money to pay on said note. William Curry brought to my house the sight draft of James Graham on Laughlin and Searles, New Orleans, for ($250) two hundred and fifty dollars, and when collected, I was to pay to the assignees of said bank, on a note of James Graham and William Curry; said draft was given to me in the spring of 1842; said note, being the same now in controversy in this suit. The said draft was not paid by Laughlin and Searles it to William Curry. I know Horace H. Groves, William Curry, and James Graham. Knew of the assignment of said bank to John Lindsay and Alfred Ingraham, made on the tenth day of February, 1842, at and before the time I received the said money and draft.

To interrogatory fourth. I know the assignment was of general notoriety in the Parishes of Madison and Tensas, shortly after the assignment was made, in the spring of 1842, so much so, I have no doubt, the debtors to the bank in those parishes knew of the assignment.

To interrogatory fifth, and last. It is my belief I have held conversation with several of the parties in this suit, at various times in 1842, and prior to first of June, 1843, in relation to their indebtedness to said assignees; I have held such conversations with Horace H. Groves, Jesse Stansbrough, William Curry, James Graham, and Stephen Douglass. I recognize the signature of H. H. Groves to Exhibit marked No. 2, attached to this commission, and believe the same to be in his handwriting. I have seen Jesse Stanborough sign his name, and believe the signature of said Stansbrough to Exhibit No. 3, to be in his handwriting.

JA'S G. GORDON.

And I, the said J. G. Hollingsworth, commissioner, on the said eleventh day of June, A.D. 1852, having, as aforesaid, duly examined the said James G. Gordon on oath, and reduced his answers to writing, as the same appears on the foregoing three pages, numbered from one to three inclusive, and having read over the same to him, he acknowledges the same to be correct and true, as answered by

him, and has now also undersigned his name thereto in my presence, and in verification thereof.

This done and executed on this eleventh day of June, A.D. 1852. In testimony whereof, I have hereunto affixed my signature and seal.

(Signed) J. G. HOLLINGSWORTH. [SEAL.]

Answer of Thos. Montgomery to the foregoing Interrogatory.

By virtue of the above commission, to me directed, from the Circuit Court of the United States, for the Eastern District of Louisiana, in certain suits depending in said Court, wherein Alfred Ingraham et als. are plaintiffs, and H. H. Groves et als. are defendants, being suits 1752, 1753, 1754, 1755, 1788, 1789, 1790, on the Chancery docket of said Court, I, J. G. Hollingsworth, commissioner, did on the fifteenth day of November, A.D. 1852, cause to come before me, at the residence of Thomas Montgomery, in the Parish of Madison, the within-named witness, Thomas Montgomery, and him having first sworn to tell the truth, the whole truth, and nothing but the truth, on the Holy Bible, did, then and there, proceed to examine said witness, and reduced his answers to writing, as follows, viz.:

Answer to interrogatory. I did serve the documents annexed to this commission, marked one and two, addressed to Mrs. Susan Bettis and H. H. Groves; I recognize the signature of H. H. Groves to the document No. 2; I also recognize the signature of Jesse Stansborough to document No. 3; and although now I have no recollection of having served the document upon him personally, I conclude I must have done so. The documents, numbered 1, 2, and 3, and others similar to them, addressed to James Graham, William Curry, and perhaps some others, were sent to me in the spring of 1842, to be served upon the persons to whom they were respectively addressed. They remained in my possession during some weeks, during which I showed them to all the parties; some of the parties signed the notices and others did not; they were all, however, made acquainted with the assignment at that time; I mean by that time in the months March, April, and May, 1842. I do not recollect whether or not I served any notices upon any of the defendants except those I have mentioned by name.

The words "Josiah Stansborough," on the 8th line from the bottom of the foregoing page, is erased before signing.

(Signed) THOS. MONTGOMERY.

And I, the said J. G. Hollingsworth, commissioner, on the said fifteenth day of November, 1852, having as aforesaid duly examined the said Thomas Montgomery on oath, and reduced his answers to writing, as the same appears on the foregoing pages, numbered one and two inclusive, and having read over the same to him, he acknow-

ledged the same to be correct and true, as answered by him, and has now also undersigned his name thereto in my presence, and in verification thereof. This done and executed, on this fifteenth day of November, 1852.

In testimony whereof I have hereunto affixed my signature and seal.

(Signed) J. G. HOLLINGSWORTH. [SEAL.]

Depositions of James Forbes, M. Couch, and J. W. Couch.

Opened, Oct. 14th, 1853.

Commission.

Circuit Court of the United States for the Fifth Judicial District, holding sessions in and for the Eastern District of Louisiana.

To John Perkins, William Perkins, J. Y. Hollingsworth, or any of you (Parish of Madison, State of Louisiana). Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you James Forbes and others (witnesses), especially the Clerk of the Tenth (formerly Ninth) Judicial District Court of the State of Louisiana, sitting in and for the Parish of Madison, and them duly examine on oath on the annexed interrogatories, touching and concerning certain matters and things in seven certain suits now depending in the said Court, wherein Alfred Ingraham & als. are plaintiffs, and H. H. Groves & als., as mentioned in the caption of said interrogatories, are defendants, and the same examinations so taken and reduced to writing you certify under your hand and seal, and send inclosed to this Court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness, the Honorable R. B. Taney, Chief Justice of the Supreme Court of the United States, at the City of [SEAL.] New Orleans, this 16th day of June, Anno Domini 1853, and 77th year of the Independence of the United States of America.

(Signed) J. W. GURLEY,
Clerk.
By W. CORNELIUS,
Dep. Clerk.

Interrogatories annexed to Commission.

Interrogatories to be propounded to and answered under oath by James Forbes and others, especially the Clerk of the Tenth (formerly Ninth) Judicial District Court of the State of Louisiana, sitting in and for the Parish of Madison, to be examined under commission as witnesses in seven certain suits of the following numbers and titles, now pending on the equity side of the Circuit Court of the United

States for the Fifth Circuit and Eastern District of Louisiana, viz.:

No. 1752. Alfred Ingraham & al. v. H. H. Groves & al.
No. 1753. Alfred Ingraham & al. v. Jesse Stansbrough.
No. 1754. A. Ingraham & al. v. Graham and Curry & al.
No. 1755. A. Ingraham & al. v. Stansbrough, Graham & al.
No. 1789. A. Ingraham & al. v. Bettes & al.
No. 1790. A. Ingraham & al. v. Nowlen & al.

First interrogatory. What is your name, and place of residence, and your avocation? Do you hold any official station? If yea, what is it, and how long have you held it?

Second. Be pleased to examine the records of two certain consolidated suits, in the archives of the Tenth (formely Ninth) Judicial District Court, of the State of Louisiana, in and for the Parish of Madison, entitled John R. Marshall *v.* The Grand Gulf Rail Road and Banking Company, No. 666 and 667 on its docket, and state what is the exact reading of a certain judgment or decree, therein rendered, under date of the 9th of May, in the year 1844, in pursuance of the verdict of a jury, by Ephraim R. Wilson, the judge presiding. Annex, as an exhibit to your answer, a full, true, complete copy of said judgment or decree, certified to be such by the present clerk of said Court, under his signature and official seal, and state whether it corresponds with the original, or if not, in what it differs.

Third. Be pleased to closely examine the original judgment or decree aforesaid, and state whether or not there is or appears to be, in any part of it, any erasure, defacement, alteration, interlineation, or crossing out of words. If yea, can you decipher, or not, what words have been so erased, defaced, altered, interlined, or crossed out? State, if you can, what such words are, or appear to be, and how many. If there are words defaced or erased and illegible, describe the appearance of the original manuscript, and annex, if you are able, a *fac-simile* thereof to your answer. State also how such erasure or defacing, if any, has or appears to have been effected, and if with ink, whether the ink used to so erase or deface, is of the same color, or tint, or shade, as the rest of the manuscript or not.

Fourth. Do you know, and if yea, please to state, in whose handwriting is the body of the original judgment or decree aforesaid? Is or is it not different from that of the Judge who signed it? Do you know who made, or caused to be made, the erasures or obliterations, if any there be, and when? If yea, state who, and when, and under what circumstances.

Fifth. Be pleased to examine also, in the archives of said Court, the Order and Judgment Book, which by Article 777 of the State Code of Practice, the clerk of said Court is bound to keep. And state whether or not, and at what date the original judgment or decree

aforesaid, has been transcribed into said book. If yea, be pleased to exhibit a duly certified copy of said transcript. State also, whether said transcript is or appears to have been also erased, defaced, altered, interlined, crossed out, or mutilated in any manner, and how, and in what part, and to what extent. If you cannot examine said transcript, or procure or make any of the copies called for by these interrogatories, state why.

H. H. STRAWBRIDGE,
Solicitor for Complainant.

U. S. Circuit Court, Clerk's Office.

You are hereby notified to file in this office your cross-interrogatories to the foregoing, within ten days from service on you hereof; otherwise the Commission will be issued and executed without them.

J. W. GURLEY,
Clerk.

To JNO. R. GRYMES, Esq.,
Solicitor for Defendants.

Marshal's Return.

Received, May 20th, 1853, and on the same day, I served a certified copy of the within notice and interrogatories, on J. R. Grymes, Esq., in person, at the City of New Orleans.

Per M. MAREGNY,
Marshal.
J. J. WALDEN,
Deputy Marshal.

Clerk's Office, Circuit Court of the United States, Fifth Circuit and Eastern District of Louisiana.

I hereby certify the foregoing to be a true copy from the original on file in this office.

Witness my hand and the seal of said Court, at the City of New Orleans, this 6th day of June, A. D. 1853.

[SEAL.] (Signed) J. W. GURLEY,
Clerk.
By WILLIAM CORNELIUS,
Deputy Clerk.

Answers Annexed to Foregoing Commission.

"*Ne Varietur.*" W. Perkins (1st page).

In pursuance of the foregoing Commission, to me directed, from the Circuit Court of the United States, for Fifth Circuit, Eastern District of Louisiana, I, the undersigned, William Perkins, caused to come before me James Forbes, Marian Couch, and John W. Couch,

all residing in the Parish of Madison, and having read over and propounded to them the foregoing interrogatories, they, the said witnesses, gave their answers thereto as follows, answers of James Forbes.

Answers of James Forbes.

Answer to First Interrogatory. My name is James Forbes, clerk I do—clerk of the Tenth District Court of Louisiana, for the Parish of Madison, since the 18th January, 1853.

Answer to Second Interrogatory. Hereto annexed and marked Exhibit A, is a true copy of the judgment in the consolidated suits of John R. Marshall *v.* Grand Gulf Rail Road and Banking Company, No. 666 and 667 of the Docket of the Tenth District Court of Louisiana, for the Parish of Madison, as entered upon the Minute Book B, page 18, on the 9th day of May, 1844; said copy does not correspond with the original judgment. The words "as in case of non-suit" interlined in the copy, and on the Minute Book aforesaid, are *omitted* in the original judgment. Exhibit B, is a copy of the judgment as existing of record, in Record Book B.

Answer to Third Interrogatory. In the original judgment, the only interlineation is the word "and" above the words "plaintiff against," as will be seen by reference to Exhibit C, hereto annexed. The word "three" in the original judgment, as in Exhibit C, above referred to, line 16 of said exhibit, appears to be slightly defaced, whether from an erasure or a previous blotting, it is impossible to determine; with these exceptions, the writing in the said original judgment is clear and distinct, without further erasure, defacement, alteration, interlineation, or crossing out.

Answer to 4th interrogatory. I think the handwriting in the body of the original judgment, is that of James Ira Ammonett, and is different from that of the judge who signed it. The word "and," referred to in my answer to the third interrogatory, and also the word "three," referred to in the same answer, are in the same handwriting as the body of the original judgment, and apparently made at the same time. The circumstances under which they were made I am unacquainted with. I acted as Deputy Clerk in this Court, from May, 1851, until my appointment as clerk on the 18th January, 1853. It has been the custom of this Court, since my connection with it, in case of error upon the minutes, for counsel to suggest, and the Court to order, its correction during the reading of the minutes in the morning. In such cases the correction is made by the clerk on the minute-book at the time. In the entry of the judgment in this case, in the minute-book B, as referred to in my answer to the second interrogatory, the interlineation therein spoken of, of the words "as in case of nonsuit," is in the same handwriting as the other entries made on that and the following days. The entry of the body of the judgment is made with pale blue ink, while

the interlineation is made with pale black ink, being the same the entries immediately following are made with. The entries, for several pages following the entry of this judgment on the minutes-book, are made at intervals, sometimes with pale blue, and sometimes with pale black ink, both descriptions being frequently used on the same page; I should also state the interlineation is in the same handwriting as the entry of the body of the judgment, although the ink is different. The only manner in which I can reconcile the discrepancy between the original judgment and its entry on the minute-book is, that after the suggestion to amend, the counsel omitted to insert it in the original. I do not know this to be the fact, but merely state it as my opinion. It is the practice of this Court for the presiding Judge to sign the minutes only at the end of every term. The entry here spoken of was entered upon page 18 of the minutes-book, and the minutes all signed on page 47, on the 22d May, 1844.

Answer to 5th interrogatory. Annexed hereto and marked B, is a certified copy of the judgments above spoken of, as it exists of record in this office, in Record Book B. The date of its record in said book is not mentioned, consequently I am not able to say at what time it was there recorded. It does not appear on said book to have been in any manner erased, defaced, altered, crossed out, or interlined.

JAMES FORBES.

Sworn to and subscribed before me, this 9th day of July, 1853.

W. PERKINS,
Com'r.

Answers of Marian Couch.

Answer to 1st interrogatory. Marian Couch, Richmond, Madison Parish, Louisiana, deputy clerk since May 21st, 1853.

Answer to 2d, 3d, 4th, 5th interrogatories. I adopt, as my own, the answers of James Forbes to the 2d, 3d, 4th, 5th interrogatories herein, except so much as is contained from the fourth line of the second foregoing page from the bottom to bottom of the third page, of which I know nothing.

MARIAN COUCH.

Sworn to and subscribed before me, this 9th day of July, 1853.

W. PERKINS,
Com'r.

Answers of John W. Couch.

Answer to 1st interrogatory. My name is John W. Couch, and my place of residence Parish of Madison, Louisiana. My avocation, at present, is planting, and I hold now no official station; but on the 9th day of May, 1844, and several months previous and subsequent to that date, I acted as Deputy Clerk of the Ninth (now Tenth)

District Court of the State of Louisiana, for the Parish of Madison, Samuel Anderson, Esqr., being then clerk; Mr. Anderson is now absent from the State.

Answer to 2d interrogatory. Exhibit A, hereto annexed, is a certified copy of the judgment, as transcribed from the Minute Book B, page 18. The difference between the original judgment and the entry on the minutes is, that the words "as in case of non-suit" appear to be interlined on the minutes of the Court, and are omitted in the original answer to third interrogatory. I adopt, as my answer to this interrogatory, the answers of James Forbes, the present clerk, to the third and fourth interrogatories, with the exception of the sentence on the second page of his answers following the fourth, third, and part of the second lines, from the bottom of said page. In addition thereto I will add, that the entry of the judgment, therein referred to, on the minute-book, was made by me in my own handwriting, the same being in blue ink, when acting as deputy clerk, and the interlineation was also made by me in pale black ink when acting as deputy clerk. This and the following entries are made alternately with blue and black ink. I presume the interlineation was made at the suggestion of counsel, and by order of the Court, when the minutes were read in the morning, which has always been the practice in this Court.

Answer to 4th interrogatory. In the handwriting of James Ira Ammonett, and of course different from that of the judge who signed it.

Answer to 5th interrogatory. In answer to this interrogatory, I adopt and give the same answer which has been made above by James Forbes.

J. W. COUCH.

Sworn to and subscribed before me, this 9th day of July, 1853.

W. PERKINS,
Commissioner.

And the said witnesses, James Forbes, Marian Couch, and John W. Couch, having been by me duly sworn, and given their answers to the foregoing interrogatories, the same were reduced to writing by me in their presence, and are truly and correctly set forth as they appear on this and the five preceding pages in verification. Whereof I, the undersigned Commissioner, caused each of the said witnesses, sworn by me according to law, to sign his name at the bottom of his answers as written out by me. In testimony whereof, I, the said William Perkins, have hereto also signed my name, this ninth day of July, 1853.

W. PERKINS,
Commissioner.

Exhibit (*A*).

Annexed to Commission.

(Signed) W. Perkins.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 & 667.

By reason of the law and the evidence, and the verdict of the jury being in favor of the plaintiff, and against the defendants and intervenors: It is therefore ordered, adjudged, and decreed, that the plaintiff, John R. Marshall, do recover of the defendants, the President and Directors of the Grand Gulf Rail Road and Banking Company, four thousand three hundred and ninety-five dollars, with interest at the rate of eight per cent. per annum, on twenty-three hundred and twenty dollars, from 8th May, 1838, till paid, and the like rate of interest of sixteen hundred and fifty dollars, from the 4th day of January, 1841, till paid, and five per cent. interest on three hundred and fifty dollars from the 4th January, 1841, till paid, and five per cent. interest on seventy-five dollars, from the 8th May, 1838, till paid, with a preference and privilege upon the property, rights, and credits attached; and it is further ordered, that the property, rights, and credits attached, be sold according to law, to satisfy this judgment and all cost of suit; and it is further decreed, that the demand of the intervenors be rejected with cost, as in case of nonsuit.

I certify the foregoing to be a true extract from the minutes of this Court, as entered on the 9th day of May, 1844, in Minutes-book B, page 18.

Attest: Clerk's Office, 10th District Court of Louisiana, Parish of Madison, June 9th, 1853.

[SEAL.] JAMES FORBES,
Clerk.

Exhibit (*B*).

Annexed to Commission.

J. R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } 666 & 667.

By reason of the law and the evidence, and the verdict of the jury being in favor of the plaintiff and against the defendants and intervenors: It is therefore ordered, adjudged, and decreed, that the plaintiff, John R. Marshall, do recover of the defendants, the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company, four thousand three hundred and ninety-five dollars, with interest at the rate of eight per cent. per annum on

twenty-three hundred and twenty dollars, from the 8th day of May, 1838, till paid, and the like rate of interest on sixteen hundred and fifty dollars, from the 4th day of January, 1841, till paid, and five per cent. interest on three hundred and fifty dollars, from 4th day of January, 1841, till paid, and five per cent. interest on seventy-five dollars, from the 8th day of May, 1838, till paid, with a preference and privilege upon the property, rights, and credits attached; and it is further ordered, that the property, rights, and credits attached, be sold according to law, to satisfy this judgment and all costs of suit, and it is further ordered that the demand of the intervenors be rejected with cost. Done and signed in open Court, this 9th day of May, 1844, after overruling the motion for a new trial.

E. K. WILLSON,
Judge 7th District.

State of Louisiana, Parish of Madison, Tenth District Court, Clerk's Office.

I certify, that the foregoing is a true copy of a judgment, as recorded in this office in Record Book B, pages 430 and 431. The date of recording the same is not given in said book.

[SEAL.] Witness my signature and seal of said Court, the 9th June, 1853.

JAMES FORBES,
Clerk.

Exhibit (*C*).

Annexed to Commission.

A. Ingraham et al., assignees, intervenors.

R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. } Nos. 666 & 667.

By reason of the law and the evidence, and the verdict of the jury being in favor of the plaintiff, and against the defendants and intervenors, it is therefore ordered, adjudged, and decreed, that the plaintiff, John R. Marshall, do recover of the defendants, the President and Directors of the Grand Gulf Rail Road and Banking Company, four thousand three hundred and ninety-five dollars, with interest at the rate of eight per cent. per annum; on twenty-three hundred and twenty dollars, from the 8th day of May, 1838, till paid; and the like rate of interest on sixteen hundred and fifty dollars, from the 4th day of January, 1841, till paid; and five per cent. interest on three hundred and fifty dollars, from the 4th day of January, 1841, till paid; and five per cent. interest on seventy-five dollars, from the 8th May, 1838, till paid, with a preference and privilege upon the property, rights, and credits attached; and it is further ordered, that the pro-

perty, rights, and credits attached, be sold according to law, to satisfy this judgment and all cost of suit; and it is further decreed, that the demand of the intervenors be rejected with cost.

Done and signed, in open Court, this 9th day of May, 1844, after overruling the motion for a new trial.

E. K. WILLSON,
Judge, 7th District.

State of Louisiana, Parish of Madison, Tenth District Court, Clerk's Office.

I hereby certify the foregoing to be a true copy of the original judgment on file in this office.

Witness my signature and impress of the seal of said Court, this 9th day of June, 1853.

JAMES FORBES,
Clerk.

Deposition of M. R. Ariael.

Commission.

Filed 10th January, and opened by written consent of J. R. Grymes, Attorney (indorsed on envelop), this 19th Jan'y, 1854.

Circuit Court of the United States for the Fifth Judicial Circuit, holding sessions in and for the Eastern District of Louisiana.

To Thomas F. Scott, of Alexandria, Louisiana, Clerk of the United States Circuit Court, for the Western District of Louisiana: Know ye, that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you will call and cause to come before you, M. R. Ariael, and other witnesses, and them duly examine on oath, touching and concerning certain matters and things, in seven cases now depending in the said Court, wherein A. Ingraham and George Read, or plaintiff, and H. H. Groves, Jesse Stansbrough, et als., are defendants, said suits being numbered No. 1752, 1753, 1754, 1755, 1788, 1789, and 1790; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send inclosed to this Court without delay, to be read in evidence on the trial of said cause, and send also this writ.

[SEAL.] Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, at the City of New Orleans, this 15th day of November, Anno Domini, 1853, and the 78th year of the Independence of the United States of America.

J. W. GURLEY,
Clerk.
By W. CORNELIUS,
Deputy Clerk.

Interrogatories propounded to Ariael and others, annexed to Commission.

Interrogatories to be propounded to and answered under oath, by

M. R. Airail, and others, especially the Clerk of the Supreme Court of the State of Louisiana, at Alexandria, in Rapides, to be examined under commission as witnesses, in seven certain suits of the following numbers and titles, now pending on the equity side of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana.

No. 1752. Alfred Ingraham et als. *v.* H. H. Groves et als.
No. 1753. Alfred Ingraham et als. *v.* Jesse Stanbrough.
No. 1754. A. Ingraham *v.* Graham and Curry et al.
No. 1755. A. Ingraham et al. *v.* Stanbrough & Graham et al.
No. 1788. A. Ingraham et al. *v.* Barnes et als.
No. 1789. A. Ingraham et al. *v.* Bettis et al.
No. 1790. A. Ingraham et al. *v.* Nowlen et al.

First Interrogatory: What is your name, residence, avocation, or official station?

Second. Be pleased to examine among the archives of the Supreme Court of Louisiana, at Alexandria, the transcript of a certain record, of two consolidated suits, numbered 666 and 667, on the docket of the Ninth Judicial District Court, in and for the Parish of Madison, and state what is the wording of a certain decree or judgment rendered in said suits, by the District Court aforesaid, on the ninth day of May, 1844, in pursuance of the verdict of a jury; annex as an exhibit to your answer a duly certified copy, under the hand and official seal of the clerk of said Supreme Court, of the said judgment or decree of the inferior Court.

Third. Do any words in said decree as it exists on said transcript appear to have been crossed out or obliterated; if yea, how and how many? are such words, if any, legible, and if yea, what are they?

H. H. STRAWBRIDGE,
Solicitor for Complainants.

U. S. Circuit Court, East. District of La., Clerk's Office.

You are hereby notified to file in this office your cross-interrogatories to the foregoing, within ten days from the service hereof, otherwise the Commission will issue and be executed without them.

(Signed) J. W. GURLEY,
Clerk.

To JNO. R. GRYMES, Esq'r,
Solicitor for Defendants.

Clerk's Office, Circuit Court of the United States, Fifth Circuit, East. District, La.

I hereby certify the foregoing to be a true copy from the original on file in this office.

Witness my hand and the seal of said Court, at the City
[SEAL.] of New Orleans, this 20th May, 1853.

J. W. GURLEY,
Clerk.

By WILLIAM CORNELIUS,
Deputy Clerk.

Cross-Interrogatories.

Cross-Interrogatories on behalf of Defendants.

1st. If, in answer to the plaintiff's second principal interrogatory, you say that there are any words crossed out or obliterated, in the judgment or decree mentioned in the said principal interrogatory, then set forth when and by whom the said words were so crossed out or obliterated, if within your knowledge.

2d. Were the said words (if any) so crossed out or obliterated after the transcripts of the said records in the said cases were filed in the said Supreme Court, or before?

3d. Is not the transcripts of the said records, and the said judgments therein contained, in the same state now they were when the said cases were tried, argued, and determined in the said Supreme Court?

JNO. R. GRYMES,
For Defendants.

Answers of Arial.

State of Louisiana, Parish of Rapides.

Be it remembered that on this 30th day of December, A. D. 1853, I, Thomas F. Scott, Clerk of the United States District Court, in and for the Western District of Louisiana, in pursuance of a commission to me addressed (said commission issuing from the Circuit Court of the United States, for the Fifth Judicial Circuit, in and for the Eastern District of Louisiana), did cause to come before me Manna R. Areail, whose answers to interrogatories were required to be taken in suits now pending in the said Circuit Court of the United States, said suits being entitled A. Ingraham and others *v.* Groves and others, and having duly sworn said M. R. Areial, I proceeded to take down his answers in writing to said interrogatories, and which were duly signed by him in my presence, as follows:

To the 1st Interrogatory: He answers and says, that his name is Manna R. Areail, his residence, Alexandria, Louisiana; that he is Clerk of the District Court of the Parish of Rapides, and Deputy Clerk of the Supreme Court of the State, at Alexandria.

To the 2d Interrogatory: He says, that he has examined the transcript of the record referred to, and gives the wording of the decree or judgment of the District Court therein contained in the annexed certified copy, which he makes part of his answer to this interrogatory.

To the 3d Interrogatory: He answers and says, that no words of said decree as it exists in said transcript have been crossed out or obliterated.

To the 1st and 2d Cross-Interrogatories: Deponent answers and says, that his answers to these are found and embraced in his answer to the third interrogatory in chief.

To the 3d Cross-Interrogatory: He answers, that he thinks they are.

(Signed) M. R. ARIAIL.

Sworn to and subscribed in my presence, this 30th day of December, A. D. 1853.

[SEAL.] THO'S F. SCOTT,
Clerk of the U. S. District Court at Alexandria.

Decree or Judgment referred to in Ariail's Testimony and annexed to Commission.

JOHN R. MARSHALL
v.
GRAND GULF R. R. & BG. CY. and Assignees. } Nos. 666 and 667.

By reason of the law and the evidence, and the verdict of the jury being in favor of the plaintiff, and against the defendants and intervenors, it is therefore ordered, adjudged, and decreed that the plaintiff, John R. Marshall, do recover of the defendant, the Grand Gulf Rail Road and Banking Company, four thousand three hundred and ninety-five dollars, with interest at the rate of eight per cent. per annum on twenty-three hundred and twenty dollars, from the 8th day of May, 1838, till paid, and the like rate of interest on sixteen hundred and fifty dollars, from the 4th day of January, 1841, until paid, and five per cent. interest on three hundred and fifty dollars, from the 4th day of January, 1841, till paid, and five per cent. interest on seventy-five dollars, from the 8th day of May, 1838, till paid, with a preference and privilege upon the property, rights, and credits attached; and it is further ordered, that the property, rights, and credits attached, be sold according to law to satisfy this judgment, and all costs of suit; and it is further decreed, that the demand of the intervenors be rejected with costs, as in case of nonsuit.

Done and signed in open Court, this 9th day of May, A. D. 1844.

E. K. WILLSON,
Judge 7th District.

Clerk's Office, Supreme Court of the State of Louisiana, at Alexandria.

I certify the above to be a true and perfect copy of the judgment of the District Court in the case of J. R. Marshall *v.* Grand Gulf Rail Road and Banking Company, from the Ninth District Court

of Parish of Madison, No. 666 and 667, as contained in the record of appeal filed in this Court the 9th day of October, 1844.

[SEAL.] Given under my hand and the seal of said Court, at Alexandria, the 29th day of December, A. D. 1853.

(Signed) M. R. ARIAIL,
Deputy Clerk.

Deposition of A. T. Steele.

Taken by consent.

Filed, 1st May, 1855.

INGRAHAM & READ
v.
JESSE STANBROUGH, H. H. GROVES, J. R. MARSHALL, and others.

Nos. 1752, 1753, 1754, 1755, 1758, 1789, 1790.

In Equity. United States Circuit Court at New Orleans.

Deposition taken by Consent.

Alexander T. Steele, a witness produced on behalf of the complainants, deposes:

I know well Jesse Stanbrough, of the Parish of Madison, and have known him many years, say thirteen or fourteen. I am familiar with his signature, have very often seen it, and I have seen him write it. I have no doubt but that his signature, to the annexed affidavit, dated 13th March, 1854, in the case No. 5355 of the Commercial Court of New Orleans, entitled J. S. Wood & Co. *v.* The President and Directors of the Grand Gulf Rail Road and Banking Company, is his genuine signatures. That of J. M. Wilkinson, the Justice of the Peace, receiving the affidavit, is also genuine. I have often seen Wilkinson write, and know that he really was a justice of the peace for Madison Parish at the time his certificate bears date, or that he was acting as such.

ALEX. T. STEELE.

Sworn to and subscribed before me, this 1st day of May, 1855.

J. W. GURLEY,
Clerk.

F. C. LAVILLE,
Deputy Clerk.

Consent.

The foregoing deposition of A. T. Steele, taken by consent, is to have the same effect and force as if formally taken under commission duly issued, executed, published, &c. &c. New Orleans, 1st May, 1855.

GEORGE EUSTICE,
For Def'ts.

H. H. STRAWBRIDGE,
For Complainants.

J. P. BENJAMIN,
For Def'ts.

Answers of Jesse Stanbrough, Garnishee.

Filed with Deposition, May 1st, 1855.

Commercial Court of New Orleans.

J. S. Wood & Co.
v.
The President and Directors of the Grand Gulf R. R. & Bg. Cy. } No. 5355.

Jesse Stanbrough, who has been made a party garnishee in the above-styled suit, to the interrogatories therein propounded to him, makes the following answer: I was indebted to the defendants in the sums and in the amounts hereinafter expressed, and cannot now say whether I am still so indebted or not, but leave the question and statements of facts that I herein disclose for the decision of the Court whether I am still so indebted or not.

1st. A judgment in favor of defendants against me for the sum of twenty-nine hundred and thirteen dollars, rendered on the 3d day of June, 1841, in the District Court of this Parish, in suit No. 262 on the docket of said Court.

2d. A judgment in favor of defendants against me upon a note for seventeen thousand four hundred dollars, dated 17th February, 1839, and due twelve months after the 14th March, 1839, upon which note judgment was rendered against me on the 3d day of June, 1841, in the District Court of this Parish, with a stay of execution upon said judgment, until different terms and for different portions of said judgment, the dates and amounts not now recollected.

3d. A judgment in favor of defendants against me, rendered on the 20th May, 1842, for nine thousand and seventy-five dollars, in the District Court of this Parish, in suit No. 268.

I am also the security of other persons upon notes given to the defendants, the amounts of which I do not know, nor do I know but that the whole amount of my indebtedness as security for other persons has been paid; part of the amount has been paid, but what amount I cannot state; I have also been garnishee in three suits, viz.:

1st. D. Stanbrough, curator, &c., *v.* the defendants, for about three thousand dollars; two certain suits of John R. Marshall against the defendants, for seven or eight thousand dollars; in those suits I have been notified not to pay over any money that I may be owing to the defendants; said suits are in the 9th District Court, Parish of Madison, and Marshall has obtained a judgment in his suits against said Banking Company.

Blank, March, 1842, I received a notice from John Lindsay and Alfred Ingraham, that they were the owners and holders by assign-

ment of all my indebtedness to the defendants; but have been informed that said assignment to them was illegal. I have the right to pay all of my indebtedness to said Banking Company, or its assigns, in the notes, bills, or other evidences of indebtedness of the said Banking Company, and I therefore answer, that my indebtedness is subject to that qualification, and I hereby reserve my right to pay said indebtedness in the notes or bills, or other evidences of indebtedness to said bank upon the judgment for seventeen thousand four hundred dollars. There is to be a credit made of the sum of four thousand nine hundred twenty $\frac{91}{100}$ dollars for payments made upon said judgment since its rendition. If the foregoing statements of facts constitute an indebtedness by me to the defendants, I am indebted in the amounts subject to the credit above stated in the sums hereinbefore enumerated.

But if by the assignment to John Lindsay, Alfred Ingraham, they became *bona fide* the owners of said claims, then my indebtedness is to them subject to the garnishment of D. Stanbrough and John R. Marshall, and not to the President, Directors, and Company of the Grand Gulf Rail Road and Banking Company. I therefore pray that the Court will inquire strictly into the whole matter and render such judgment thereon as will protect me from having to pay said debt twice.

J. STANBROUGH.

Sworn to and subscribed before me on this the 13th day of March, A.D. 1845.

J. M. WILKINSON,
Justice of the Peace, Parish of Madison.

Depositions of Messrs. Humphreys and Keys.

Commission.

Circuit Court of the United States, for the 5th Judicial Circuit, holding sessions in and for the Eastern District of Louisiana. To James A. Maxwell. Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you, that you call and cause to come before you David G. Humphreys and Sylvester C. Keys, and them duly examine on oath, touching and concerning certain matters and things in certain cases now depending in the said Court, wherein Alfred Ingraham et als. are complainants, and H. H. Groves, adm'r, &c., and others, are defendants, being Nos. 1752, 1753, 1754, 1755, 1788, 1789, and 1790 of the docket of the Court; and the same examinations so taken and reduced to writing, you certify under your hand and seal, and send inclosed to this Court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Honorable R. B. Taney, Chief Justice of the Supreme Court of the United States, at the City of New Orleans, this 21st day of April, Anno Domini, 1855, and the 79th year of the Independence of the United States of America.

[SEAL.]

(Signed) J. W. GURLEY,
Clerk.

Interrogatories annexed to foregoing Commission.

Interrogatories to be propounded to David G. Humphreys and Sylvester C. Keys, witnesses to be examined under commission on behalf of the complainants in certain suits, Nos. 1752, 1753, 1754, 1755, 1788, 1789, and 1790, on the docket of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, wherein Alfred Ingraham and George Read are complainants, and Groves's Administrators, John R. Marshall, Jesse and Josiah Stanbrough, and others, are parties defendant, viz.:

First. Be pleased to state your name, age, place of residence, occupation, and whether you know the parties to these suits, or any of them; also, whether or not you have any interest therein.

Second. State whether or not you had, in the year 1842, any knowledge of the Corporation known as the Grand Gulf Rail Road and Banking Company. If yea, who were then its President, Cashier, and Directors.

Third. State whether or not you know anything of a certain deed or deeds of assignment in trust, purporting to have been executed by said corporation, under the dates of 10th February, 1842, and 31st December, 1842, to John Lindsay, Alfred Ingraham, and George Read, or any of them. If yea, describe the same more fully, and state when, where, how, and by what authority the same was or were executed, and especially whether such authority was verbal or written.

Fourth. If you say that said assignment or assignments were executed by virtue of any written authority, annex, if you can, said original writing to your answers; or, if you cannot do so, state why, and annex, if you can, a copy thereof, and state whether or not it is a full and true copy of the original, and how you know it to be such.

Fifth. Do you know, or can you set forth, any other matter or thing which may be of benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this your examination, or the matters in question in this cause? If yea, set forth the same fully and at large in your answer.

(Signed) H. H. STRAWBRIDGE,
Solicitor for Comp't.

Reserving all legal exceptions to be evidence to be obtained under this commission and interrogatories, we waived cross-interrogatories.

BENJAMIN, BRADFORD & FINNEY,
For Defend't.

GEO. EUSTIS,
Per Defend't.

Answers of D. G. Humphreys.

Circuit Court of the United States, for the Fifth Judicial District, holding sessions in and for the Eastern District of Louisiana.

The depositions of D. G. Humphreys and S. C. Keys, witnesses for plaintiffs, taken by and before James A. Maxwell, Commissioner of said Court, at Grand Gulf, Claiborne County, Mississippi, at my office therein, on Monday, the 30th day of April, A. D. 1855, in pursuance of a commission from said Court herewith returned, and to be read in evidence, in behalf of the plaintiffs, on the trial of certain causes pending in said Court, wherein Alfred Ingraham et al. are plaintiffs and complainants, and H. H. Groves et als. and others are defendants, being Nos. 1752, 1753, 1754, 1755, 1788, 1789, and 1790, of the docket of the Court.

And the said D. G. Humphreys having, on this day, personally appeared at the place aforesaid, and after having been by me, Commissioner, first duly cautioned and sworn on the Evangelists of Almighty God, to speak and declare the truth, the whole truth, and nothing but the truth, within his knowledge, in answer to the interrogatories propounded to him and returned herewith, on oath, as aforesaid, says in answer

To interrogatory 1st. My name is David George Humphreys; I am in my sixty-first year; I reside in Claiborne County, Mississippi; I am a planter by occupation; I know the complainants, and have no personal acquaintance with the defendants; I have no interest in said suits or any of them.

To interrogatory 2d. In the year 1842, I had knowledge of the corporation known as "The Grand Gulf Rail Road and Banking Company;" at the time I refer to, John Lindsay was President, and Alfred Ingraham was Cashier, and the following named persons were Directors, to wit: John Lindsay, Jno. Perkins, James G. Gordon, D. G. Humphreys, Jonathan McCaleb, H. M'Coffey, Wm. Bridgers, Benj. F. West, S. C. Keyes, C. D. Hamilton, Wm. R. McAlpine, Wm. H. Martin, and Rich'd W. Sepious. These gentlemen were elected Directors of said corporation for the fiscal year commencing January 1st, 1842.

To interrogatory 3d. I state that I have knowledge of the deed of assignment mentioned and referred to in this interrogatory, and purporting to have been executed by said corporation, under the dates of 10th February, 1842, and 31st December, 1842, to John Lindsay, Alfred Ingraham, and George Reid. I can give no parti-

cular description of said deeds of assignment in trust, not having before me the originals, or copies thereof, and can only refer to said originals or certified transcript of the records thereof; I was, however, present when said instruments were executed. The first instrument was executed to John Lindsay and Alfred Ingraham, on the 10th day of February, 1842; and the second one was executed to Alfred Ingraham and George Reid, on the 31st day of December, 1842. Both deeds of assignment were executed at the banking-house of said corporation, at Grand Gulf, Mississippi. The first deed of assignment was executed by John Lindsay, as President of said corporation, using the corporate seal of said corporation, and under and by virtue of a resolution and order of the Board of Directors of said corporation, a true and exact copy of which resolution, by me compared with the original entry thereof in the minutes of the proceedings of said corporation, I hereunto annex, as a part of my answer to this interrogatory, and upon which I have written my name for greater certainty, and marked Exhibit (A). The second deed of assignment was executed on the 31st day of December, 1842, by Alfred Ingraham, at that time President of said corporation, the said John Lindsay having died, and the said Alfred Ingraham having been elected President of said corporation, as appears by extracts from the minutes aforesaid, a true and perfect copy of which I annex, by me signed in the back, and marked Exhibit B, and which I have carefully compared with the original entries on said minutes; said Ingraham, in the execution of said deed of signment, used the corporate seal of said corporation, and acted under and by virtue of a resolution and vote of said Directors of said corporation, a true and exact copy of which, taken from the minutes aforesaid, and by me carefully compared therewith, I hereunto annex, as part of my answer to this interrogatory, and on which I have written my name for greater certainty, and being marked Exhibit (C). The authority under and by virtue of which said deeds of assignment were executed, was written, and entered in the minutes of the proceedings of the President and Directors of said corporation, true and perfect copies of which, by me compared with the original entries, have been by me annexed to my answer to this interrogatory, as Exhibits (A and C), as above.

To interrogatory 4th. Having stated in my preceding answer that said deeds of assignment were executed by virtue of written authority, I now state that it is not in my power to annex the original writing authorizing said assignments, because the same are contained in the book of the minutes of the proceedings and orders of the Directors of said corporation. I have already annexed copies thereof, Exhibits (A) and (C), above referred to, which are full and true copies of the original entries in said minutes, and I know them to be such, because I have carefully compared said copies with the original entries in said book of minutes now before me. (Post, 294, et seq.)

To interrogatory 5th. I state that I have no personal knowledge of the proceedings and transactions of the Directors of said Corporation mentioned in the paper, Exhibit (B), with my answer above, not having been present at said meeting; all my knowledge on the subject thereof, is derived from inspection of the book of the minutes of the proceedings of said Directors, now produced before me, and which I know and state to be the genuine minutes' book of said Corporation.

Nothing further of interest to the parties of said suits now occurs to me.

(Signed) D. G. HUMPHREYS.

Sworn to and subscribed before me, April 30th, 1855.

(Signed) JAS. A. MAXWELL,
Commissioner.

Answers of S. C. Keyes.

And the said S. C. Keyes having on this day personally appeared at the place aforesaid, and after having been by me duly and legally sworn and cautioned on the Holy Evangelists to speak and declare the truth, the whole truth, and nothing but the truth, within his knowledge, in answer to the interrogatories propounded to him, and herewith returned, on oath, as aforesaid, answers as follows, to wit:

To interrogatory 1st. My name is Silvester C. Keyes. I am in my 46th year. I reside in Grand Gulf, Mississippi, and by occupation, a silversmith and jeweller. I know the parties complainant to said suits, but have no personal acquaintance with the defendants. I have no interest whatever in said suits, or any of them.

To interrogatory 2d. In the year 1842 I had knowledge of the Corporation known as Grand Gulf Rail Road and Banking. In 1842, at the time I refer to, John Lindsay was President, Alfred Ingraham was Cashier, and the following named persons were Directors, to wit, John Lindsay, Jno. Perkins, James G. Gordon, David G. Humphreys, Jonathan McCaleb, H. McCoffey, Wm. Bridgers, Benj. F. West, S. C. Keyes, C. D. Hamilton, Wm. R. McAlpine, Wm. H. Martin, and Richard Sepious. These persons were elected as Directors of said Corporation for the fiscal year commencing January 1, 1842.

To interrogatory 3d. I state that I have knowledge of the deeds of assignment in trust, mentioned and intended in the third interrogatory. My knowledge of said deeds is derived from inspection of them; they are not now before me; and I could not give a full or particular description of them, but refer to the originals or copies. The first deed was executed in February 10th, 1842; and the other in December 31st, 1842; both at the banking-house of said Corporation in Grand Gulf, Miss. The first was executed by John Lindsay, President of the Corporation, using the corporate seal; and the other by Alfred Ingraham, as President of said Corporation,

using the corporate seal. Both were executed by authority of resolution of the Board of Directors, and in writing.

To interrogatory 4th. I have said that said deeds of assignment were executed by virtue of written authority; but I cannot annex the original writing to my answer, and the reason is, that it is contained in the original book of the minutes of the proceeding of the said Corporation now before me; as requested, I herewith annex a copy of said written authority, being copies of the resolutions of said Directors, taken from their original book of minutes, and marked Exhibit A and C, being the same referred to by D. G. Humphreys in his answers, and upon which I have written my name for greater certainty. Said Exhibits A and C are full and true copies of the originals, and I know them to be such, because I have carefully compared them with the originals.

To interrogatory 5th. I answer, that nothing further to the interest or advantage of either of the parties in said suits now occurs to me. And further saith not.

S. C. KEYES.

Sworn to and subscribed before me, on this 30th day of April, A. D. 1855.

JAMES A. MAXWELL,
Commissioner.

The State of Mississippi, Claiborne County.

I, James A. Maxwell, Commissioner, named in the annexed commission, do hereby certify, that I have called and caused to come before me, at my office in Grand Gulf, in the County aforesaid, on this 30th day of April, 1855, the witnesses therein named, David G. Humphreys and Silvester C. Keyes, and have examined them on oath, to them and severally and respectively administered, touching and concerning certain matters and things in the causes now depending in the said Court, and particularly set forth in said commission, and in answer to the several interrogatories propounded to them, and herewith returned; and have reduced to writing the same examinations; which examinations, by them and each of them sworn to and subscribed before me, Commissioner, as aforesaid, I have certify, under my hand and seal, and send indorsed to said Court, to be read in evidence in the trial of said causes; and send also said writ, interrogatories, and exhibits, marked (A), (B), and (C).

Given under my hand and seal, on this 30th day of April, A. D. 1855.

(Signed) JAS. A. MAXWELL, [SEAL.]
Commissioner.

Exhibits A, B, & C.

Referred to in the foregoing Depositions.

A.

Abstract of the minutes of the Board of Directors of the Grand Gulf Rail Road and Banking Company at their meeting, Thursday, February 10th, 1842.

Present: John Lindsay, President; John Perkins, J. G. Gordon, D. G. Humphreys, H. M. Coffey, B. F. West, Wm. R. McAlpine, C. D. Hamilton.

On motion, the following preamble and resolutions were unanimously adopted.

Whereas this institution is indebted to sundry persons and bodies corporate in divers sums of money, which, from various causes, it is unable at present fully to pay and satisfy, but is desirous of providing an adequate security for the payment and satisfaction of the same, in a just and equitable manner. Therefore be it

Resolved, That it is expedient that all the lands, tenements, hereditaments, stocks, goods, chattels, rights, credits, moneys, property, and effects of this institution, saving and excepting only the estate, property, and effects, contained, described, and set forth in a certain schedule, to be duly authenticated and recorded, be conveyed to two persons, in trust for the above-named purpose.

Resolved, That John Lindsay be appointed one of said trustees, at a salary of five thousand dollars per annum, and Alfred Ingraham, the other of said trustees, at a salary of four thousand dollars per annum.

Resolved, That the President be and is hereby authorized and required to affix the common seal of the President and Directors of the Grand Gulf Rail Road and Banking Company to said engrossed deed; also, to the schedule of estate, property, and effects, intended to be reserved and excepted from the operation of said deed, and to annex the same thereto, to be recorded therewith.

Board adjourned.

(Signed) A. INGRAHAM,
Cashier.

Exhibit B.

Abstract of the minutes of the Board of Directors of the Grand Gulf Rail Road and Banking Company, at their meeting on Thursday, December 29th, 1842.

Board met. Present,

John Perkins, Jno. G. Gordon, Wm. Bridgers, H. M. Coffey, C. D. Hamilton, S. C. Keeps.

The President, Mr. Humphreys, being absent, Judge Perkins was called to the chair. The form of a supplemental deed of trust and assignment, by the President and Directors of the Grand Gulf Rail

Road and Banking Company and Alfred Ingraham, to W. Alfred Ingraham and George Read (as prepared by George S. Tuger, Esq.), providing for the appointment of George Read as co-assignee with Alfred Ingraham, in the place of John Lindsay, deceased, and the annexation of a schedule, and explanatory of certain provisions in the deed of trust and assignment, executed by the President and Directors of this Bank, on the 10th day of February, 1842, was submitted to the board for adoption and execution, and the same was approved. The board then adjourned to attend the election for thirteen directors of this institution, to serve for the ensuing year, having appointed as judges thereof, Jas. H. Manning, Elias Ogden, D. H. Turpin, W. S. Wilson, and George Read.

The board having reassembled at one o'clock, the cashier laid before them the minutes of the meeting of stockholders, held this (day), signed by Elias Ogden as Chairman, and George Read as Secretary, and Elias Ogden, George Read, and Geo. L. Van Bibber as Judges, by which it appeared the following gentlemen were elected directors of this institution for the ensuing year, viz.:

Alfred Ingraham,	W. S. Wilson,
D. G. Humphreys,	Benj. F. West,
John Perkins,	C. D. Hamilton,
Jas. G. Gordon,	Wm. R. McAlpine,
Jon. McCaleb,	Jno. Mendock,
H. M. Bridgers,	S. C. Keyes.
H. M. Coffrey,	

All of whom being present, except D. G. Humphreys, Jno. McCaleb, B. F. West, W. R. McAlpine, John Mendock, and W. S. Wilson, and having been duly qualified by Louis Cronly, Esq., on motion, Resolved, That board now proceed to the election of president. Whereupon, Jno. G. Gordon nominated Alfred Ingraham for that office, and being duly seconded by Jno. Perkins, the vote was taken by ballot.

On counting the votes, Mr. Ingraham appeared to be unanimously elected, and was conducted to the chair.

Board adjourned.

(Signed) GEO. READ,
Cashier.

Exhibit C.

Saturday, December 31st, 1842.

Special Meeting of the Board.

Present:

A. Ingraham, President, Jno. Perkins, D. G. Humphreys, B. F. West, W. R. McAlpine, C. D. Hamilton, Wm. Bridgers, S. C. Keyes, and Wm. S. Wilson.

The president having informed the board of their being called together for the purpose of considering and executing the supplemen-

tal deed of trust and assignment, approved by the last board, Judge Perkins offered the following preamble and resolution.

Whereas, a supplemental deed of trust and assignment, by the President and Directors of the Grand Gulf Rail Road and Banking Company and Alfred Ingraham to Alfred Ingraham and George Read, was submitted to the board of this bank at its last meeting, on the 29th instant, for adoption and execution, and the same was approved, and the said deed being agreed to, and adopted by this board. Resolved, That the President be and is hereby authorized and required to affix the common seal of the President and Directors of the Grand Gulf Rail Road and Banking Company to the said supplemental deed.

The above preamble and resolutions having been seconded by C. D. Hamilton, were unanimously passed, whereupon the said supplemental deed was executed in the presence of the board of directors and George L. Van Bibber and Abraham Van Bibber, witnesses thereto, and in the presence of each other, by the corporate seal of said president and directors being affixed thereto by the president, A. Ingraham, by the direction of said The President and Directors

		Folio.
" "	Order of sale, ...	17–18.
1845.		
April 16.	Motion and order to appoint A. A. Trazer, assignee, ...	19.

United States District Court.

In Bankruptcy.

JAMES GRAHAM
v.
HIS CREDITORS. } No. 305.

Petition to be declared a Bankrupt.

Filed, July 12th, 1842.

To the Honorable T. H. McCaleb, Judge of the District Court of the United States, for the Eastern District of Louisiana.

The petition of James Graham, who resides in the Parish of Madison, State of Louisiana. He has become unable to meet his debts and engagements. He further shows, that he is indebted to the persons and in the sums mentioned and set forth in the schedule of debts hereunto annexed and marked A, and which is a schedule setting forth a list of petitioner's creditors, their residence, and the amount due to each, and signed by your petitioner. Which schedule, according to the best of your petitioner's knowledge and belief, con-

tains a true and correct list of all your petitioner's creditors, their residence, and the amounts due to each of them; which schedule, signed as aforesaid, your petitioner prays may be taken as a part of this his petition; which debts your petitioner shows have not, in whole or in part, been created in consequence of any defalcation, by your petitioner, as a public officer, or as executor, administrator, curator, guardian, tutor, or trustee, or while acting in any other fiducian capacity. And your petitioner further shows, that the schedule hereto annexed and marked B, being an inventory of property, and signed by your petitioner, contains a correct inventory of your petitioner's property, rights, and credits, of every kind and description, and the location and situation of each and every parcel and position thereof, to the best of your petitioner's knowledge and belief; which your petitioner prays may be taken as a part of this his petition. Your petitioner therefore respectfully prays, that he may, by decree of this Honorable Court, be declared a bankrupt, according to the provisions of an Act of Congress, entitled "An Act to establish a uniform system of bankruptcy throughout the United States," and that such further order and proceedings may be taken as are provided for, directed, and required in said Act of Congress; and he prays for all general relief, &c.

(Signed) JAMES GRAHAM.

United States of America, Eastern District of Louisiana.

Be it remembered, on this the 22d day of June, A. D. 1842, before me, the undersigned Commissioner, acting for the Parish of Madison, Louisiana, personally appeared James Graham, the petitioner above named, and being duly sworn, made solemn oath that the foregoing petition by him signed is true.

(Signed) JAMES GRAHAM.

Sworn and subscribed to before me, this 22d day of June, A. D. 1842.

(Signed) A. J. LOWRY,
Commissioner in Bankruptcy,
Parish of Madison, La.

Vol. I, fol. 184.

James Graham.

No. 305.

In Bankruptcy, Sept. 5th, 1842.

Present, Hon. Theo. H. McCaleb.

This being the day appointed for the hearing of the petition of applicant to be declared a bankrupt, the Court having considered his petition and proofs, and they being found in conformity with the rules of the Court and the requirements of the act of Congress:

It is therefore ordered, that a Decree of Bankruptcy, in the manner and form prescribed by the Court, be entered up in his favor, and the assignee named be appointed to take charge of his estate; that the assignee, before he enters upon the duties of his trust, be required to give security in a bond to the United States, according to the form heretofore prescribed, in the amount designated by the Court, and affixed to his name.

Reg. of Decrees, fol. 293.

United States District Court, Eastern District of Louisiana.

In Bankruptcy, Sept. 5th, 1842.

Present, the Hon. T. H. McCaleb.

In the matter of the petition of James Graham, to be declared bankrupt, the petition and proofs having been inspected and considered by the Court, and being found in conformity with the requirements of the Act of Congress, it is therefore ordered, that James Graham be and he is hereby declared and decreed bankrupt, pursuant to the Act of Congress, entitled An Act to establish a uniform system of Bankruptcy throughout the United States, passed August 19th, 1841.

It is further ordered, that William E. Walker, of the Parish of Madison, be and he is accordingly hereby appointed assignee of the estate of the said bankrupt, and that the said William E. Walker give security in a bond to the United States, with two sufficient securities, to be approved by the Court, in the sum of two hundred and fifty dollars, conditioned for the due and faithful discharge of all his duties as such assignee, and his compliance with the orders and directions of the Court.

And it is furthermore ordered, that the clerk do certify and cause to be delivered, this order, the said assignee.

A.

Schedule setting forth a List of Petitioners, Creditors, their Residence, and the Amount due to each, viz.:

To the Grand Gulf Bank of the town of Grand Gulf, Mississippi, as indorser of one Jesse Stanbrough, this amount with interest, viz., ...	$9075 00
To the same institution as drawer, this amount without, viz., ...	2300 00
To the Commercial Bank of Natchez, Mississippi, as drawer, this amount with interest, viz., ...	800 00
To R. G. Hazard, of the town of Providence, or Rhode Island, this amount on note of hand with interest, viz.,	140 00
To E. Profilet, of Natchez, State of Mississippi, this amount due on account, &c., viz., ...	160 00

United States of America, Eastern District of Louisiana.

Personally appeared before me, the undersigned Commissioner, James Graham, who being sworn, saith: that the above is a correct list of his creditors, as far as he knows and believes.

(Signed) JAMES GRAHAM.

Sworn and subscribed to, this 22d day of June, A. D. 1842.

(Signed) A. J. LOURY,
Comm'r in Bankruptcy
for Madison Parish, La.

B.

Inventory of Property Belonging to Petitioner, &c.

Viz.: One horse on the place I reside on, Tensas, Madison Parish, La., worth	$100 00
1 waggon on the same place, worth	50 00
1 barouche on same place, which is considerably worn, worth	200 00
1 promissory note on T. O. Owings, of Madison Parish, La., for this amount with interest, viz., ...	80 00
And worth the same.	
1 rifle and one shot-gun on the place I reside on, Tensas, as above mentioned, worth	60 00
One man's saddle on same place, worth	25 00

United States of America, Eastern District of Louisiana.

Personally appeared before me, the undersigned Commissioner, James Graham, who made oath, that the above is a true inventory of his property, as far as he knows and believes, this 22d June, 1842.

(Signed) JAMES GRAHAM.

Sworn and subscribed to, before me, this 22d day June, A.D. 1855.

(Signed) (*Signed*) A. J. LOURY,
Commissioner in Bankruptcy,
for the Parish of Madison, La.

United States District Court.

In Bankruptcy.

No. 305.

Petition of James Graham, Bankrupt, for a Discharge.

Filed, 23d Sept. 1842.

To the Honorable, the Judge of the United States District Court, for the Eastern District of Louisiana.

Respectfully represents James Graham, of the parish of Madison, and District of Louisiana, that, on the 5th day of September last past, he was duly declared a bankrupt, under the act of Congress in that case made and provided; that he has duly surrendered all his property and rights of property, and fully complied with and obeyed all the orders and directions of the Court touching bankruptcy, and is ready to submit himself to any other and further examinations, orders, and directions, which the Court may require. He therefore prays, that after due notice and proceedings to be had in the premises, he may be decreed by the Court to have a full discharge from all his debts provable under the said bankruptcy, and a certificate thereof granted according to the act of Congress, dated this 23d day of September, 1842.

(Signed) FELIX HUSTON,
Att'y.
Pro JNO. FINNEY.

United States District Court, Eastern District of Louisiana.

On this 23d day of September, A. D. 1842, upon reading the foregoing petition, it is ordered by the Court, that notice thereof be published in a newspaper printed in the district, seventy days at least before the 5th day of December, when a hearing will be had on the said petition, at the Court-room in this City, within the said district, at 9 o'clock in the forenoon; and all creditors who have proved their debts, and other persons in interests, may appear at the same time and place, and show cause, if any they have, why the prayer of the petitioner should not be granted; and it is further ordered by the Court, that all such creditors whose places of residence are known, shall be entitled to a service and notice of the same petition and order, either personally or by a letter addressed to them at their known usual place of residence, attested by the Clerk of the Court, and served or left at his usual place of abode, by the Marshal or his Deputy, or sent by the mail, whereof due proof is to be given.

(Signed) ED. LAURE,
D'y Clerk of the Court.

Vol. I, Folio 312.

Monday, December 5th, 1842.

Court met pursuant to an adjournment.

Present, Hon. Theo. H. McCaleb.

On this day, it being shown to the satisfaction of the Court, that the bankrupt has fully complied with and obeyed all the orders and directions which have, from time to time, been passed by this Court, that proof of publication has been made, and notice given to the

creditors, and no opposition has been made, no cause being shown to the contrary why the prayer of the petitioner should not be granted. It is therefore ordered and decreed by the Court, that the bankrupt be and he is accordingly hereby discharged of and from all his debts owing by him at the time of the presentation of his petition to be declared bankrupt.

Reg. of Decree, Folio 293.

United States District Court.

In Bankruptcy.

No. 135.

James Ingraham.

In Bankruptcy.

December 5th, 1842.

Present, the Hon. Theo. H. McCaleb.

James Graham, of the Parish of Madison, having filed his petition praying to be discharged in full from all his debts, and for a certificate of such discharge, pursuant to the act of Congress, entitled "An Act to establish a uniform system of bankruptcy throughout the United States," passed August 19th, 1841.

And it being shown to the satisfaction of the Court that the said bankrupt has *bona fide* surrendered all his property and rights of property, and that he has fully complied with and obeyed all the orders and directions which have, from time to time, been passed by this Court, and has otherwise conformed to all the requisites of the said act, that proof of publication, according to the rules of this Court has been duly made, and notice given to the creditors; and it further appearing that no written dissent to the bankrupt's discharge has been filed by a majority in number and value of his creditors who have proved their debts, and no opposition whatever has been made, no cause being now shown to the contrary why the prayer of the petitioner should not be granted:

It is therefore, by virtue of the act aforesaid, ordered and decreed by the Court, that the same James Graham be and he is accordingly discharged hereby, fully of and from all his debts owing by him at the time of the present action of his petition to be declared bankrupt, to wit, on the 12th day of July, 1842.

It is further ordered, that the clerk duly certify a copy of this decree, under the seal of this Court, and deliver the same to the bankrupt when demanded.

(Signed) THEO. H. McCALEB,
U. S. Judge.

Schedule A.

Inventory of property surrendered by James Graham at the time of filing his petition to be declared a bankrupt, viz.:

1. One horse.
2. One waggon.
3. One barouche, considerable worn.
4. One promissory note on Thos. O. Owings.
5. One rifle.
6. One shot-gun.
7. One man's saddle.

United States District Court.

In Bankruptcy.

No. 305.

In Bankruptcy of James Graham.

Report of Wm. E. Walker, Assignee of James Graham.

Filed 26th November, 1842.

The undersigned, duly appointed the assignee of James Graham, a declared bankrupt, reports that to the best of his knowledge and belief, that the said James Graham has fully surrendered all his property, rights and credits, and has fully complied with all the orders and instructions of the Court, touching his banckruptcy. He further reports, that although he has made no collections from the assets surrendered by the said Graham, yet he deems them amply sufficient to pay and satisfy all the costs which may accrue upon the proceedings touching his bankruptcy, and that there exists no impediment to the said Graham receiving his certificate of final discharge, and, &c. The undersigned will be responsible for all costs, &c.

(Signed) WILLIAM E. WALKER,
Assignee.

PARISH OF MADISON, 1st November, 1842.

United States District Court.

In Bankruptcy.

No. 305.

In Bankruptcy, James Graham.

Petition of William E. Walker, Assignee, to sell estate of James Graham, declared a Bankrupt.

Filed December 23d, 1842.

To the Honorable Theodore H. McCaleb, Judge of the District Court of the United States for the Eastern District of Louisiana.

The petition of William E. Walker, of the Parish of Madison, State of Louisiana, assignee to the estate of James Graham, of said Parish and State, declared by this Court as a bankrupt, respectfully shows, that the said James Graham, at the time of his bankruptcy, was seized and possessed of the estate and property in the schedule hereto annexed, marked A, specially set forth; that it will be for the interest of the said estate and of all persons having interest therein, that the same should be sold, transferred, and assigned. Wherefore the petitioner prays the Court to pass an order for that purpose, according to the provisions of the Act of Congress. And he further prays that all the estate and property set forth in the schedule hereto annexed, may be ordered to be sold for cash, and that the sale thereof may take place and be made in the town of New Carthage, in the Parish and State aforesaid, on the first Monday of March next, after the same shall have been advertised according to law, and for all general relief, &c. &c.

(Signed) WILLIAM E. WALKER,
Assignee.

W. S. District Court, East. District of La.

On this 29th day of December, A. D. 1842, upon reading the petition aforesaid, it is ordered by the Court that due notice thereof be published in two newspapers printed in this District, ten days at least before the time of hearing, that a hearing of the said petition will be had on Thursday the 5th day of January, at 10 o'clock, A. M., when and where all creditors, the bankrupt and other persons in interest, may appear and show cause, if any they have, why the prayer of the petitioner should not be granted.

(Signed) ED. LAURE,
Deputy Clerk.

Min. Vol. I, Fol. 360.

United States District Court.

In Bankruptcy.

No. 305.

In Bankruptcy of James Graham.

Wm. E. Walker, Assignee, Petition to sell Property.

Thursday, January 5th, 1843. The Court met pursuant to adjournment: Present Hon. T. H. McCaleb.

This being the day fixed for the hearing of the petition of the assignee in the above-entitled case, and it being shown to the Court that all forms and requisitions, according to law and the rules of Court, have been complied with, and that no opposition has been filed to the same,

It is therefore ordered by the Court, that the said assignee be authorized to sell the property surrendered by the bankrupt, as exhibited and particularly set forth in the schedule filed by the assignee, and upon the terms therein suggested, as being most advantageous for the interests of the estate, a copy of which schedule is directed to be annexed to this order, and served upon the assignee.

It is further ordered, that the said assignee cause the said property to be advertised in two newspapers of this city, according to the rules of Court (twenty days before the sale of the real, and ten days before the sale of the personal property), the day of sale and the place of selling to be fixed by the said assignee.

It is further ordered, that all moneys, notes, &c., coming into the hands of the assignee, arising from the sale of said property, to be deposited by him in Court according to law and the rules of the Court, as soon after the receipt thereof as practicable; and in no case to exceed sixty days, as specially required by the Act of Congress.

Minutes, Vol. III, fol. 314.

United States District Court.

In Bankruptcy, No. 305.

In the Bankruptcy of James Graham.

Wednesday, April 16th, 1845. The Court met, pursuant to adjournment. Present, Hon. T. H. McCaleb.

Upon suggestion to the Court by Kane, Esq., representing several creditors of said bankrupt, of the death of E. Walker, late assignee of the estate of James Graham, and it being shown to the Court that the said estate has not been fully closed, and that another assignee is required to make a final settlement of the affairs of said estate, and A. A. Frazer, of this city, has applied for said appointment, and no objection being made thereto,

It is ordered, that A. A. Frazer be appointed assignee of said estate, in the place of said Walker, deceased; and that A. A. Frazer be required to give a bond with two sufficient securities, approved by the Court, in the sum of $250, for the due and faithful discharge of all his duties as such assignee.

Clerk's Office, U. States District Court, Eastern District of Louisiana.

I, N. R. Jennings, Clerk of the District Court of the United States, for the Eastern District of Louisiana, do hereby certify that the foregoing nineteen folios contains a full and complete transcript of the record, papers, &c., on file in this office, in the bankruptcy of James Graham, No. 305 on the docket of bankrupt cases.

In witness whereof, I hereunto set my hand, and affix the seal of the Court, this 23d day of May, 1855.

[SEAL.] (Signed) N. R. JENNINGS,
Clerk.

United States District Court.

In Bankruptcy, No. 305.

JAMES GRAHAM
v.
A. A. FRAZER, Assignee.

United States of America.

District of Louisiana, Parish of Madison.

Be it remembered, that on this the 21st day of May, in the year of our Lord one thousand eight hundred and forty-seven, before me, Andrew R. Hynes, a Commissioner, duly appointed on the fifth day of May, 1847, by the Circuit and District Court of the United States, in and for the District of Louisiana, under and by virtue of the Act of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the Courts of the United States," passed February 20th, 1842, and the act of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes, depending in the Courts of the United States," passed March 1st, 1817; and the act entitled "An act to establish the Judicial Courts of the United States," passed September 24th, 1789; personally appeared Jesse Stanbrough, Josiah Stanbrough, James M. Wilkinson, and J. T. Mason, persons of sound mind and lawful age, witness for the petitioner, in a civil suit now depending in the District Court of the United States, in and for the Eastern District of Louisiana, wherein James Graham is plaintiff, and A. A. Frazer, assignee, is defendant, and the said witnesses being by me first carefully examined and cautioned, and sworn to testify the whole truth and nothing but truth, did depose and say:

Jesse Stanbrough says that all the notes upon which Mr. Graham was liable as surety for him, to the Grand Gulf Rail Road and Banking Company, have been all paid, and particularly one note for $850, dated Grand Gulf, April 24th, 1838, payable four months after date; also, one for $9075, dated Port Gibson, Miss., March 1st, 1838, payable ten months after date; payable to the order of Jas. H. Moore & Co., at the Grand Gulf Rail Road Bank; also, a note for $5000, dated Grand Gulf, March 20th, 1838, payable four months after date, to the President and Directors of the Grand Gulf Rail Road and Banking Company; that James Graham was only liable on the aforesaid note as surety, and that he is entirely released from those liabilities—the notes being paid in April, 1847.

(Signed) JESSE STANBROUGH.

Deposition of Josiah Stanbrough.

Josiah Stanbrough says, that he has heard read the deposition of Jesse Stanbrough, his father. That the notes above described have

all been paid by him, and that he is the holder of said notes; and that Mr. Graham is released, and he does hereby release him from any liability on said notes. Jesse Stanbrough was principal, and James Graham was surety on the aforesaid notes. He accepts the deposition of Jesse Stanbrough, and adopts it as his own.

(Signed) JOSIAH STANBROUGH.

Deposition of James M. Wilkinson.

James M. Wilkinson says, that Mr. Graham was principal, and he surety, with Jesse Stanbrough and Moses Groves, upon a certain note for the sum of $800, or thereabout; said note was made payable to the Commercial Bank of Natchez, and owned by said bank; that the note was given about the year 1837; that in 1843, March, April, and subsequent to James Graham being declared a bankrupt, the said James Graham, with affiant, gave a new note, in solido, and it included principal and interest up to that date; that the original note was given up to Mr. Graham by the bank, through their agent and attorney, D. S. Stacy; that Mr. Graham has tendered to pay the same to Mr. Stacy, who refused to receive the same, owing to the condition of the bank; by the laws of Mississippi, Mr. Graham is still liable to pay said note; affiant knows that Mr. Stacy is the agent for said bank, and has transacted business with him, as said agent, since the tender spoken of.

(Signed) J. M. WILKINSON.

Deposition of John T. Mason.

John T. Mason says, that he is the Clerk of the District Court for the Parish of Madison; that he knows D. S. Stacey acts as the agent and attorney of the Commercial Bank of Natchez; that he has recently transacted business with him as such; that the same note, spoken of by Wilkinson, was taken up by James Graham and J. M. Wilkinson, subsequent to said Graham taking the benefit of the bankrupt law; Mr. Graham is still liable to pay said note.

(Signed) JOHN T. MASON.

JAMES GRAHAM
v.
A. A. FRAZER, Assignee. } In Bankruptcy.

United States of America, Fifth Circuit and District of Louisiana, *ss.*
Parish of Madison.

I, Andrew R. Hynes, a commissioner, duly appointed, on the fifth day of May, 1847, by the Circuit Court of the United States for the Fifth Circuit and District of Louisiana, under and by virtue of the acts of Congress, entitled An act for the more convenient

taking of affidavits and bail in civil causes, pending in the Courts of the United States, passed February 20th, 1812; and the act of Congress, entitled An act in addition to an act entitled An act for the more convenient taking of affidavits and bail in civil cases, depending in the Courts of the United States, passed March 1st, 1817; and the act entitled An act to establish the Judicial Courts of the United States, passed September 24th, 1789, do hereby certify, that the reason for taking the foregoing deposition is, and the fact is, that the witnesses live in Madison Parish, State of Louisiana, more than one hundred miles from New Orleans, State of Louisiana, the plea of trial of the cause for, and in which said depositions are taken and is necessary. I further certify, that no notification was made out and served on A. A. Fraser, assignee, or adverse party's agent or attorney, to be present at the taking of the deposition, and to put interrogatories, if he or they may think fit; and that no notification of the time and place of taking the said depositions was made out and served on said Fraser, or adverse party, because neither the said adverse party nor any attorney or agent of said adverse, was, at the time of taking the said depositions, within (100) miles, one hundred miles of the said Parish of Madison, the place of taking the said depositions. I further certify, that on this 21st day of May, A. D. 1847, I was attended by the witnesses, who are of sound mind and lawful age; and the witnesses were by me carefully examined, cautioned, and sworn to testify the whole truth; and the depositions were by me reduced to writing in the presence of the witnesses, and after carefully reading the same to the witnesses, they subscribed the same in my presence. I have retained the said depositions in my possession for the purpose of sealing up, directing, and forwarding the same, with my own hand, to the Court for which the same were taken. I further certify, that I am not of counsel or attorney to either of the parties in said depositions and captions named, or in any way interested in the event of the said civil cause named in the caption.

In testimony whereof, I have hereunto set my hand and seal, this 21st day of May, A. D. 1847.

(Signed) AND. R. HYNES, [SEAL.]
U. S. Commissioner, Circuit and District Court United States for the Fifth Circuit and District of Louisiana.

Clerk's Office, United States District Court, Eastern District of Louisiana.

I, N. R. Jennings, Clerk of the Court aforesaid, do certify, that the foregoing folios, 20, 21, 22, 23, 24, 25, and 26, contain true and correct copies of certain documents, depositions, &c., enrolled among the recorded and filed papers and documents in the bankruptcy of

James Graham, No. 305, but that the said documents, now copied, were not marked Filed by the Clerk.

In witness whereof I have hereunto set my hand, and [SEAL.] affix the seal of the Court, this 26th day of May, A. D. 1855.

N. R. JENNINGS,
Clerk.

Defendant's Evidence.

Deposition of Alonzo Snyder.

Filed, 10th April, 1854.

Commission.

Circuit Court of the United States, for the Fifth Judicial Circuit, holding sessions in and for the Eastern District of Louisiana.

To Thomas P. Farrar: Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you Alonzo Snyder and others, and them duly examine on oath, touching and concerning certain matters and things in the cases now depending in the said Court, wherein Alfred Ingraham & als. are plaintiffs, and H. H. Groves & als. are defendants; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send inclosed to this Court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness, the Honorable R. B. Taney, Chief Justice of the Supreme Court of the United States, at the City of New [SEAL.] Orleans, this 16th day of March, Anno Domini 1854, and the seventy-eighth year of the Independence of the United States of America.

(Signed) J. W. GURLEY,
Clerk.

Interrogatories in Chief.

Interrogatories to be propounded to and answered under oath by Alonzo Snyder, and of the Parish of Tensas, in the State of Louisiana, to be examined under a commission as witnesses in seven certain suits, of the following members and titles, now pending on the equity side of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, viz.:

No. 1753.	Alfred Ingraham & als.	v. Stansbrough et als.
No. 1754.	Same	v. Graham, Curry et als.
No. 1755.	Same	v. Stansbrough, Graham et als.
No. 1788.	Same	v. Barnes et als.
No. 1789.	Same	v. Bettes et als.
No. 1790.	Same	v. Nowlen et als.
No. 1752.	Same	v. H. H. Groves et als.

Interrogatory 1st. What is your name, age, and profession?

Interrogatory 2d. Do you know the plaintiffs and defendants in the above-mentioned suits in equity, or any of them?

Interrogatory 3d. Were you present at a sale made by the sheriff of the Parish of Madison, on or about the fourth day of April, 1846, of sundry notes, judgments, and other assets, of the President, Directors, and Company, seized and sold by said sheriff under a writ of fieri facias, issued in the two consolidated suits of John R. Marshall against the said Rail Road and Banking Company, from the District Court of the Parish of Madison? Where was said sale made?

Interrogatory 4th. Was Alfred Ingraham, the plaintiff, present at said sale?

Interrogatory 5th. Did you, at or about the time of said sale, hear any conversation between the said Alfred Ingraham and Horace Groves, one of the defendants, relative to the sale of the said assets, or between the said Ingraham or any one of the other defendants in the above-entitled suits? If yea, state what that conversation was, to the best of your recollection.

Interrogatory 6th. Did you, at any other time or place, hear any conversation between said Ingraham and said Groves, or any other of the said defendants, in relation to said sale? If yea, set forth the same fully.

Interrogatory 7th. Did you ever hear the said Ingraham advise the said Groves, or any of the other defendants, to purchase said assets at said sale? If yea, state when and where.

Interrogatory 8th. Do you know of anything else that may be of service to said defendants? If yea, state the same fully, as if specially interrogated?

(Signed) JNO. R. GRYMES,
For Defendants.

Cross-Interrogatories.

Interrogatories on behalf of complainants, to be propounded (under reservation and protestation against the witnesses' evidence, and against admissibility thereof) to the witness or witnesses produced.

1st. If you state your name to be Alonzo Snyder, state whether or not you were of counsel for the plaintiff in two certain lawsuits, entitled John R. Marshall v. The President and Directors of the Grand Gulf Rail Road and Banking Company, Nos. 666 and 667, of the Ninth District Court of the State of Louisiana, sitting in and for the Parish of Madison, commenced and consolidated in the year 1843; state also whether or not any other person of your name resided in the Parish of Madison in the year 1843 and 1846. Are you not son-in-law of Moses Groves, deceased, and brother-in-law of the defendant, Moses Groves, by marriage with his sister, your late wife? Did you acquire, by inheritance from your said wife, or any of your and her children, or in any other manner whatsoever, any right,

title, or interest in or to the estate and succession of Moses Groves, or any part thereof, or to any claim in or against the same? State when, where, how, for whom, for what consideration, and from whom, you acquired such right, title, interest, or claim, if any. Declare the truth of the several matters in this interrogatory inquired after, according to the best of your knowledge, remembrance, or belief.

2d. State whether or not you acted as agent or counsel for John R. Marshall, Horace H. Groves, administrator of Moses Groves, Josiah Strawbridge, Jesse Stansbrough, or any other person, or for yourself, and if yea, for whom, in advising, effecting, receiving, or accepting any, and what transfer of any, and what notes, judgments, or other assets said to have been purchased on or about the 6th day of April, 1846, under a writ of fari facias, issued in the consolidated suits inquired of in the first cross-interrogatory on behalf of the complainants; state especially whether, in an act of transfer thereof, passed under date of February 11th, 1847, before David L. McCay, Notary Public, between said Marshall and H. H. Groves, administrator, &c., and Josiah Stanbrough, you were or not instrumental and acting for some of the parties thereto, and for whom. Declare, &c.

3d. If you say that you saw Alfred Ingraham present at the sale, inquired of by the third interrogatory in chief, state whether or not you heard that he had protested, or heard him protest against the same, or lay claim to any or all of the property then and there offered for sale. Declare, &c.

4th. If you say that said Ingraham advised said Groves or any other person to purchase anything at said sale, state the names of the persons so advised, what particular assets or property each was so advised to purchase, how, in what capacity, and under what terms, promises, conditions, representations, reservations, or restrictions, and for what object or purpose. State also the answers of the persons so advised, state also whether or not you heard the whole of the conversation or conversations touching and concerning such sale and purchase between said Ingraham and those with whom he conversed, or whether you derived your information concerning his saying and conversation or any part thereof from Horace H. Groves, Josiah or Jesse Stansbrough, or any other person, and from whom. Declare, &c.

5th. State whether or not it was generally known or reported in the Parishes of Teusas and Madison or in either of them, and which, at a period anterior to the issuing of writs of attachment in the suits inquired of in the first cross-interrogatory, that the President and Directors of the Grand Gulf Rail Road and Banking Company had executed an assignment of its property, rights, credits, assets, &c., to John Lindsay and Alfred Ingraham, or to Alfred Ingraham and George Read, or to any of them. Declare, &c.

6th. Did you or John R. Marshall, or his counsel, Amonett, who filed said two suits above inquired of, or Moses Groves or H. H.

Groves, or Josiah or Jesse Stanbrough, or Joseph H. Moore, or Parmeves, or William Briscoe, or James Graham, or William Curry, or Stephen, or Archibald Douglass, or Nicholson Barnes, or Susan Bettis, or Gipson C. Bettis, or E. T. Nowlen, or Daniel McEachan, or any and which of the debtors of the assets and claims inquired of in the third interrogatory in chief, know or hear of the assignment or report inquired of in the foregoing fifth cross-interrogatory, at any period anterior to the issuing of the writs therein inquired of. Declare, &c.

7th. Did Josiah Stanbrough receive or collect from Jesse Stanbrough, on account, or in payment, or in settlement of any of the claims referred to in the act of 17th February, 1847, before D. L. McCay, any money, provables, stock, cattle, slaves, buildings, or land, and if yea, what, how, when, where, to what amount or value. Declare, &c.

8th. Did H. H. Groves, or Josiah or Jesse Stansbrough, receive or collect from any person on account of the claims referred to in said act of 27th February, 1847, any money, assets, or other property whatsoever? If yea, state when, where, how, from whom, what and to what amount or value. Declare, &c.

(Signed) H. H. STRAWBRIDGE,
Solicitor for Complainants.

Clerk's Office, Circuit Court of the United States, Fifth Circuit and Eastern District of Louisiana.

I certify the foregoing to be a true copy from the originals on file in this office.

Witness my hand, and the seal of said Court, at the City of New Orleans, this 16th day of March, A. D. 1854.

(Signed) J. W. GURLEY,
Clerk.

By WILLIAM CORNELIUS,
Deputy Clerk.

State of Louisiana, Parish of Tensas.

Be it remembered, that in virtue of the annexed commission, to me directed, as a special commissioner, from the Circuit Court of the United States, for the Fifth Judicial Circuit, holding sessions for the Eastern District of Louisiana, I, Thomas P. Farrar, have, on this 22d day of March, A. D. 1854, caused to come before me, at the town of St. Joseph, Louisiana, Alonzo Snyder, the witnesses named in said commission, and having first sworn him upon the Evangelists of Almighty God, to declare the truth, the whole truth, and nothing but the truth, in his answers to the annexed interrogatories and cross-interrogatories, propounded to him in the following styled suits, now pending on the equity side of the Circuit Court of the United States, for the Fifth Circuit, and Eastern District of Louisiana, to wit:

No. 1752. Alfred Ingraham als. *v.* Stansbrough et als.
1754. Same *v.* Curry, Graham, et als.
1755. Same *v.* Stansbrough, Graham, et als.
1788. Same *v.* Barnes et als.
1789. Same *v.* Bettis et als.
1790. Same *v.* Nowlin et als.
1752. Same *v.* H. H. Groves et als.

he has answered, as follows, to said interrogatories and cross-interrogatories, and reduced his answers to writing in my presence, and in my presence has signed and sworn to them.

To the 1st interrogatory he answers: My name is Alonzo Snyder. I am thirty-seven years of age, and am a lawyer by profession.

To the 2d interrogatory he answers: I know all of them, I believe, that are now living.

To the 3d interrogatory he answers: I was; said sale was made at the court-house door, in the Town of Richmond, in the Parish of Madison.

To the 4th interrogatory he answers: He was either in Richmond on the day of the sale, or the day before it; but I think it was the day the sale was made.

To the 5th interrogatory he answers: Either upon the day of the sale, or the day previous thereto, Mr. Ingraham and Mr. Jesse Stanbrough were at my office, in Richmond; and in a conversation at that time, Mr. Ingraham advised Mr. Stanbrough to purchase, in connection with Mr. H. H. Groves, the assets that had been seized at the suits of Marshall against the Grand Gulf Rail Road and Banking Company, as the Court had decided that the assignees of the said Bank had no interest in the assets, and that as they were compelled to be sold, it would be to the interest of Stanbrough and Groves to become the purchasers. Groves was not present, as well as I now remember.

To the 6th interrogatory he answers: I never heard any other of the parties converse with Mr. Ingraham in relation to the matters inquired of; nor did I ever hear but the one conversation between Mr. Stanbrough and Mr. Ingraham. I do not think that I ever heard Mr. Groves and Mr. Ingraham converse upon the subject.

To the 7th interrogatory he answers: I never heard Mr. Ingraham advise Mr. Groves; but, as I have stated, I did hear him at my office, in the Town of Richmond, either on the day of the sale or the day previous, advise Mr. Jesse Stanbrough to purchase said assets in conjunction with Mr. H. H. Groves. Mr. Josiah Stanbrough and Dr. G. D. Shadburne, I think, were present.

To the 8th interrogatory he answers: I know of nothing more that would be of advantage to the defendants.

Cross-interrogatories.

To the 1st cross-interrogatory he answers: I was associate coun-

sel for Marshall in the suits inquired of. There was no other person of my name in the Parish of Madison at the time inquired of. I married the daughter of Moses Groves, and sister of H. H. Groves; she died in the year 1848, without issue, leaving a will, in which, after making some special legacies, she bequeathed to me the residue of her estate. I have no other claims against the estate of Moses Groves, deceased.

To the 2d cross-interrogatory he answers: I acted as associate counsel for Marshall in the two suits against the Grand Gulf Rail Road and Banking Company. I was for several years the counsel for Josiah and Jesse Stanbrough and H. H. Groves, adm'r, &c. I also acted as the attorney and agent of Josiah Stanbrough (who was purchasing for the benefit of his father, Jesse Stanbrough), and H. H. Groves, administrator, &c., in making the purchase from John R. Marshall of the assets that had been seized and sold at the suit of Marshall *v.* The Grand Gulf Rail Road and Banking Company. I do not remember the date of the act of sale, but I think you have described it properly in your interrogatory.

To the 3d cross-interrogatory he answers: I do not think that Ingraham did protest against the sale (though of this I cannot speak with certainty); he might have entered a formal protest; but from his advice to Mr. Stanbrough I think he did not.

To the fourth cross-interrogatory he answers: I have hereinbefore stated that Jesse Stanbrough was the person Mr. Ingraham, in my presence, advised to purchase. Groves & Stanbrough were the principal (solvent) debtors amongst the assets seized and sold. I presume his advice related to such portions of the assets only, as they were owing; and the reason why Groves and Stanbrough did not bid at the sheriff's sale, was in consequence of an understanding between Mr. Amonette, who was also of counsel for Marshall and Mr. Stanbrough, and myself, acting for H. H. Groves, that Mr. Marshall should buy them (viz., the assets), and let them purchase them afterwards from him, upon reasonable terms, which was afterwards carried into effect through myself and Mr. Marshall. I have myself conversed frequently with Mr. Ingraham in regard to this matter; but such matters the undersigned deems irrelevant to this issue.

To the 5th cross-interrogatory he answers: I do not know, whether it was generally known in Madison or Tensas, the Bank had made an assignment of her assets. But I was aware of the fact at the time the writs of attachment were issued, and believed the assignment to Ingraham et al. to be void, which was the reason the attachment was sued out.

To the 6th cross-interrogatory he answers: I cannot say whether any of the other, inquired of in the 6th cross-interrogatory knew of the fact of the assignment, I can only answer for myself. I knew of the assignment, and I think Mr. Amonett knew of it. But in what particular manner I derived my information, I am at this time unable to state.

To the 7th cross-interrogatory he answers: That the purchase made by Josiah Stanbrough was, as I understood, made for his father's benefit; whether he has ever been or not, I cannot say. Josiah is the son of Jesse Stanbrough.

To the 8th cross-interrogatory he answers: I think that H. H. Groves and Josiah Stanbrough were paid some money by Graham and Barnes, I think it was between one and two thousand dollars. They got nothing from any of the other parties; I cannot state the time when it was that Graham and Barnes paid them.

(Signed) ALONZO SNYDER.

And the said Alonzo Snyder, having carefully read over his said answers in my presence, and in my presence having made all the foregoing erasures and interlineations, all of which are approved by me, I have caused him to sign the same in my presence.

Thus done and signed, at the town of St. Joseph, Louisiana, on this 22d day of March, A. D. 1854.

(Signed) THO. P. FARRAR,
Special Commissioner.

Depositions of Jno. T. Mason, J. J. Amonett, and G. D. Shadburne.

Commission.

Filed and opened by written consent (indorsed on envelop), this 10th April, 1854.

Circuit Court of the United States, for the Fifth Judicial Circuit, holding sessions in and for the Eastern District of Louisiana.

To William S. Parham (as Commissioner), Madison Parish, State of Louisiana.

Know ye, that reposing special trust and confidence in your integrity and ability, we authorize and require you, that you call and cause to come before you Gibson C. Bettis, John T. Mason, James J. Ammonett, and Doctor George D. Shadburn, witnesses (for defendants), and them duly examine on oath, on the annexed interrogatories and cross-interrogatories, touching and concerning certain matters and things in 7 cases now depending in the said Court, wherein Alfred Ingraham et als. are plaintiffs, and Horace H. Groves, Administrators, &c., et als., are defendants, being Nos. 1752, 1753, 1754, 1755, 1788, 1789, 1790, of the docket on the equity side of the Court; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send inclosed to this Court without delay, to be read in evidence on the trial of said 7 causes, and send also this writ:

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, at the City of New Orleans, this 18th day of March, Anno Domini 1854,

[SEAL.]

and the 78th year of the Independence of the United States of America.

(Signed) J. W. GURLEY,
Clerk.
By W. CORNELIUS,
Deputy Clerk.

Interrogatories.

To be propounded to Gibson C. Bettis, John T. Mason, and James J. Amonett, and Doctor George D. Shadburn, witnesses for the defendants, to be examined under a commission issued in the following seven cases in chancery, now pending in the Circuit Court of the United States for the Fifth Circuit, and Eastern District of Louisiana, viz.:

Nos. 1752. Alfred Ingraham et al. *v.* H. H. Groves, adm'r, et al.
" 1753. The same *v.* Stansbrough et al.
" 1754. The same *v.* James Graham et al.
" 1755. The same *v.* Stansbrough, Graham et al.
" 1788. The same *v.* Nicholson Barnes et al.
" 1789. The same *v.* Suzan Bettis et al.
" 1790. The same *v.* E. T. Nowlen et al.

Interrogatory 1st. What is your name, and place of residence?

2d. Are you acquainted with the plaintiffs or defendants in the above-mentioned suits?

3d. Were you present at a sale made by the Sheriff of the Parish of Madison, on or about the fourth day of April, 1846, of sundry notes, judgments, and other assets, of the President, Directors, and Company, of the Grand Gulf Rail Road and Banking Company, seized and sold by the said Sheriff, under a writ of *fieri facias*, in two consolidated suits of John R. Marshall, against the said Rail Road and Banking Company, from the District Court of the Parish of Madison?

4th. Was Alfred Ingraham, one of the plaintiffs, present at the said sale?

5th. Did you at said sale, while the same was being made by said Sheriff, or before or after, hear any conversation between the said Ingraham and Horace Groves, one of the defendants, or between him and Jesse Stanbrough or Josiah Stansbrough, in relation to the sale of said assets, or between the said Ingraham, or any one of the other defendants? If yea, state what that conversation was, to the best of your recollection.

6th. Did you at any other time or place, hear any conversation between said Ingraham, and said Groves, or Stansbrough, or any other of said defendants, in relation to said sale? If yea, set forth the same.

7th. Did you ever hear the said Ingraham advise the said Groves,

or said Jesse or Josiah Stansbrough, to purchase the said assets at the said sale? If yea, state when, and where.

8th. Where did said sale take place?

9th. Do you know of anything else that may be of service to said defendants? If yea, state the same fully, as if specially interrogated.

The complainants, by their counsel, reserving all exceptions to, and protesting against the admissibility of any depositions to be taken under the foregoing interrogatories, inquire on cross-examination:

First. Whether or not, at the sale inquired of in the interrogatories in chief, you heard said Ingraham protest against the same, or assert his or George Read's rights as assignee to the notes, judgments, and then and there described or referred to, or the debtors he conversed with knew of his claims as assignee; or whether any advertisement or notice of the rights and claims of said assignees was made by placard or publication or verbal information. State with whom said Ingraham held the conversations inquired of in chief; and whether or not you heard the whole of such conversations; and if so, detail them. Declare the truth of the several matters in this interrogatory inquired after, according to the best of your knowledge, remembrance, and belief.

Second. Whether or not the fact of assignment of the property, rights, credits, &c., of the President and Directors of the Grand Gulf Rail Road and Banking Co. to John Lindsay, Alfred Ingraham, and George Read, or some of them, was not matter of notoriety and public rumor, or generally known in the Parishes of Madison and Tensas before the *the* month of June, 1843, and a subject of conversation among debtors of the bank residing in said parishes. Declare, &c.

Third. Whether or not you or any of you, and which, had notice, knowledge, or information, and if yea, how, and from what source, that the President and Directors of the Grand Gulf Rail Road and Banking Company had executed an assignment of their rights, claims, credits, and other property, to John Lindsay and Alfred Ingraham, or to said Ingraham and George Read, or to any of them? And whether or not you acquired such notice, knowledge, or information before the 5th day of June, 1843, or before the month of December, 1845, and at what period. Declare, &c.

(Signed) H. H. STRAWBRIDGE,
Solicitor for Compl'ts.

No. 1752. Alfred Ingraham *v.* H. H. Groves et al.
" 1753. The same *v.* Stansbrough et al.
" 1754. The same *v.* Jas. Graham et al.
" 1755. The same *v.* Stanbrough, Graham et al.
" 1788. The same *v.* Nicholson Barnes et al.

No. 1789. The same *v.* Susan Bettis et al.
" 1790. The same *v.* E. T. Nowlen et al.

Depositions of John T. Mason, James J. Amonett, and George D. Shadburne, all residents of the Parish of Madison, State of Louisiana, to be read on part of defendants, in the above-styled suits, now pending in the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana.

Deposition of John T. Mason.

In answer to the annexed interrogatories and cross-interrogatories.

To 1st interrogatory. My name is John T. Mason, and I reside in Madison Parish, Louisiana.

To 2d. I am acquainted with Alfred Ingraham and all of the defendants.

To 3d. I was present at the sale referred to.

To 4th. He was.

To 5th. I do not remember having any conversation on the day of sale, or at any other time, between Ingraham and Groves, or between him and Jesse Stanbrough or Josiah Stanbrough.

To 6th. I did not.

To 7th. I did not.

To 8th. Said sale took place at the court-house, in the Parish of Madison, La.

To the Cross-interrogatories.

To the 1st. I do not remember having heard Ingraham make any declaration or make any protest on the day of sale; or assert any rights of his or Geroge Read's.

To the 2d. I know nothing relative to the matter of inquiry.

To the 3d. I never had any notice, knowledge, or information on the subject, to the best of my knowledge.

(Signed) JOHN T. MASON.

Sworn to and subscribed before me, this 4th day of April, 1854.

(Signed) W. S. PARHAM.

Deposition of James Ira Amonett.

To the 1st int. My name is James Ira Amonett, and I reside in the Parish of Madison, La.

" 2d. I am acquainted with Alfred Ingraham and all the defendants.

" 3d. I was present at the sale mentioned, acting as counsel of John R. Marshall.

" 4th. Alfred Ingraham was present at the sale.

" 5th. I remember indistinctly having heard a conversation on the day of sale, between Ingraham and H. H. Groves, in which

he advised Groves to purchase the judgments against the estate of Moses Groves, assuring him that the purchase would be valid; this conversation took place pending the sale.

" 6th. I did not.

" 7th. This is answered in my answer to 5th interrogatory.

" 8th. The said sale took (place) at the court-house, in the Town of Richmond, Parish of Madison, Louisiana.

" 9th. I do not.

Cross-Interrogatories.

To the 1st. I did not hear Ingraham protest against the sale, or assert his or Read's rights, as assignees, to the notes and judgments referred to. I suppose that Groves had heard that Ingraham and Reed were assignees. No advertisement, or notice of the rights and claims of said assignees was made by placard or publications or verbal information, on the day of sale, within my knowledge. I believe that Groves, on the day of sale, knew that the claims of the assignees had been rejected in the Courts of our State, at the suit of John R. Marshall *v.* Grand Gulf Rail Road and Banking Company, Nos. 666 and 667, in the District Court, in the Parish of Madison, La. I never knew of any of the rights of Ingraham and Read to the assets of the bank, until the offering in evidence of the assignment, on the trial of the above-mentioned suits, but I may have, and doubtless did hear of it by report or rumor. Ingraham held the conversation with H. H. Groves, one of the defendants. I cannot say whether I heard the whole conversation or not, but, to the best of my recollection, I heard Ingraham advise Groves to purchase the judgments, as stated more fully in my answer to 5th interrogatory in chief.

2d. I cannot answer this more fully than I have in my answer to the 1st cross-interrogatory.

3d. I have stated all I know about the assignment, in my answer to the 1st cross-interrogatory. I had knowledge of the spring term of the District Court of Madison Parish, in the year 1844.

(Signed) J. J. AMONETT.

Sworn to and subscribed to before me this 4th day of April, 1854.

(Signed) WM. S. PARHAM,
Com'r.

Deposition of Dr. George D. Shadburne.

To 1st int. My name is George D. Shadburne, and resides in Madison Parish, La.

2d. I am acquainted with Ingraham, and all the defendants.

2d. I was in the town of Richmond on the day of sale, but was not present at the sale, which took place at the court-house.

4th. I only know that he was in Richmond; cannot say whether or not he was present at the sale.

5th. I remember having heard Ingraham say to Jesse Stanbrough, one of the defendants, on the day previous of the sale, that he would advise him to purchase, at the rate, the judgment or judgments owned by the Grand Gulf Rail Road and Banking Company against said Stanbrough, and that the purchase would be valid. These conversations took place at the residence of the said Stanbrough.

Int. 6th. I did not.

" 7th. I did, as above answered.

" 8th. I believe it was at Richmond, Madison Parish, La.

" 9th. I do not.

Cross-Interrogatories.

1st. I did not hear Ingraham protest against the sale, nor did I hear him assert his and Reed's rights, as assignees, to the notes and judgments referred to. I heard Ingraham say to Stanbrough, he was one of the assignees. I cannot say whether Stanbrough knew the fact before or not. I never heard him, or any of the other debtors, speak about the assignment. I never saw any advertisement or placard, respecting the rights of the assignees. The only verbal information I ever had is stated above. I cannot say whether I heard the whole conversation or not. Ingraham and Stanbrough talked a considerable length of time about the sale, the judgments, &c., but I cannot, at this distant day, remember all I must have heard.

2d. I do not know any more than what is stated above, though I may have heard of the assignments by rumor.

3d. I never had any information on the matter of inquiry, except such as I have detailed in my answer to the 1st cross-interrogatory.

(Signed) G. D. SHADBURNE.

Sworn to and subscribed before me this 4th day of April, 1854.

(Signed) W. S. PARHAM.

State of Louisiana, Parish of Madison.

By virtue of the annexed commission I, this the 4th day of April, 1854, caused John T. Mason, James Ira Amonett, and Dr. George D. Shadburne, to appear before me, in the town of Richmond, Madison Parish, Louisiana, and I hereby certify, that the foregoing and within answers to interrogatories and cross-interrogatories, were made, sworn to, and subscribed by them respectively on the day and year above written.

In testimony whereof, I hereunto set my hand and affix my seal, this 4th April, 1854.

(Signed) WM. S. PARHAM, [SEAL.]
Commissioner.

Deposition of Thomas M. Newell.

Commission.

Circuit Court of the United States for the Fifth Judicial Circuit, holding sessions in and for the Eastern District of Louisiana.

To any Judge or Justice of the Peace of the State of Louisiana: Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you Thomas M. Newell and M. W. Bland, and them duly examine on oath, touching and concerning certain matters and things in 7 cases, now depending in the said Court, wherein Alfred Ingraham et als. are plaintiffs, and H. H. Groves et als. are defendants, being Nos. 1752, 1753, 1754, 1755, 1788, 1789, and 1790, of the docket, on the chancery side of the Court; and the same examinations, so taken and reduced to writing, you certify, under your hand and seal, and send inclosed to this Court, without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the Honorable R. B. Taney, Chief Justice of the Supreme Court of the United States, at the City of [SEAL.] New Orleans, this 24th day of March, Anno Domini, 1855, and the 79th year of the Independence of the United States of America.

(Signed) J. W. GURLEY, Clerk.

Interrogatories in Chief.

U. S. Circuit Court.

In Chancery.

ALFRED INGRAHAM et al.
v.
HORACE GROVES et al.

Suits Nos. 1752, 1753, 1754, 1755, 1788, 1789, and 1790, on the docket of said Court.

Interrogatories to be propounded to Thomas M. Newell, and M. W. Bland, witnesses for defendants in the seven chancery suits now pending in the United States Circuit Court, for the Fifth Judicial District, under the several numbers on the docket above set forth.

1st. What is your name, age, and residence?

2d. Are you acquainted with the parties to this suit, or any and which of them?

3d. Were you present at any sale made under execution issued in the suit of John R. Marshall, in the Grand Gulf Rail Road and Banking Company of any notes, credits, or assets of said Company? If so, state when, where, and as near as you can remember, what assets of said bank were sold.

4th. Was Alfred Ingraham, one of the complainants in this suit, present at said sale?

5th. Did you, at said sale, while the same was being made, or before or after, hear any conversation between the said Ingraham, and Horace Groves, or Jesse or Josiah Stansbrough, or any other person, in relation to the sale of said assets, and the validity of the title which purchasers would get who might bid at said sales? If yea, state when, where, with whom said conversation took place, and as nearly as you can, the exact words or substance of said conversation.

6th. Did you, at any other time or place, hear any conversation between said Ingraham and any other person in relation to said sale? If yea, set forth the same fully and particularly.

7th. Did you ever hear said Ingraham advise any person to purchase at said sale? If so, whom, when, and where? State all the particulars.

8th. Do you know any other matter or thing tending to show the acquiescence of said Ingraham in said sale? If so, state the same fully.

(Signed) BENJAMIN, BRADFORD & FINNEY,
For Def'ts.

The complainants, by their counsel, reserving all exceptions to, and protesting against the admissibility of any depositions to be taken under the foregoing interrogatories, inquire on cross-examination,

First. Whether or not said sale took place in Tensas or Madison Parish? whether or not, at or before said sale, you heard or knew of said Ingraham protesting against it, or asserting his or George Read's rights as assignees, to the notes, judgments, &c., then and there described or referred to; whether the debtors he so conversed with knew of his claims as assignee; or whether any advertisement or other notice of the rights and claims of said assignees was made by placard or publication, or verbal information? State with whom said Ingraham held the conversations inquired of, and whether or not you heard the *whole* of such conversations, and if so, detail them.

Second. Whether or not, the fact of assignment of the property, rights, credits, &c., of the President and Directors of the Grand Gulf Rail Road and Banking Company, to John Lindsay, Alfred Ingraham, and George Read, or some of them, was not matter of general notoriety and public rumor, and generally known in the Parishes of Madison and Tensas before the month of June, 1843, and a subject of conversation among debtors of the bank, residing in said parishes? Was it not before that period known to yourself? Are you indebted to said bank or assignees? or were you so then?

(Signed) H. H. STRAWBRIDGE,
For Complainants.

Answers to Interrogatories in Chief.

Circuit Court of the United States, for the Fifth Judicial Circuit, holding sessions in and for the Eastern District of Louisiana.

ALFRED INGRAHAM et als. *v.* H. H. GROVES et al. } No. 1752, 1753, 1754, 1755, 1788, 1789, 1790.

State of Louisiana, Parish of Tensas.

By virtue of a commission, issued from the Circuit Court of the United States, for the Fifth Judicial Circuit for the Eastern District of Louisiana, in the above-entitled suit, on the 24th day of March, A.D. 1855, and directed to any judge or justice of the peace of the State of Louisiana, I, John M. Carr, a Justice of the Peace, of the Parish of Madison, and State aforesaid, being duly qualified and commissioned according to law, caused Thomas M. Newell, of the Parish of Tensas, and State as aforesaid, to appear before me at Ashwood, in the Parish and State aforesaid, on Monday, the thirtieth day of April, A.D. 1855, between the hours of 11 o'clock A.M., and 4 o'clock P.M., to answer to the interrogatories and cross-interrogatories attached to said commission, and the said Thomas M. Newell being present, and sworn according to law, do answer to the interrogatories and cross-interrogatories in the above-entitled suit, in words and figures following.

Given under my hand, officially, on the 30th day of April, A.D. 1855, at Ashwood, Tensas Parish, Louisiana.

JOHN M. CARR,
J. P.

Thomas M. Newell, being present and sworn, says:

Int. 1st. Thomas M. Newell; aged fifty-three years, and reside in Tensas Parish, Louisiana.

Int. 2d. I am acquainted with the parties in these suits.

Int. 3d. I was present at the sale of the assets of the Grand Gulf Rail Road and Banking Company, in the suit of John R. Marshall *v.* said Bank, at St. Joseph, Parish of Tensas, Louisiana; when the indebtedness of Thomas M. and E. D. Newell, to the aforesaid bank, was sold by the sheriff of said Parish of Tensas; and bid off by William Amonett for John R. Marshall; and for the date of sale, I refer to the records of Tensas Parish.

4th Int. Yes.

5th Int. I heard no conversation between Ingraham and H. H. Groves, or Jesse and Josiah Stanbrough, in relation to the sale, as stated in my answer to 3d interrogatory. While the sale was going on, I heard Alfred Ingraham, who was in conversation with M. W. Bland, a little distance from myself and brother, E. D. Newell, say,

Tell the Newells to bid for their indebtedness; I think it likely the sale will be a good one.

6th Int. No.

7th Int. No.

8th Int. No. (Signed) THOS. M. NEWELL.

Thomas M. Newell, cross-examined, says:

Cross-Int. 1st. The sale was made at St. Joseph, in Tensas Parish, Louisiana; I do not recollect whether Ingraham protested against said sale or not; in the suit of John R. Marshall, against the Grand Gulf Rail Road and Banking Company, in Tensas Parish, where the indebtedness of T. M. and E. D. Newell was attached, the assignees, Alfred Ingraham and George Read, answered the petition of the plaintiff, and claimed to be the owners of the indebtedness attached; I knew of the assignment from report, and T. W. and E. D. Newell received a notice, handed them by James G. Gordon, one of the Directors of said Bank. I never heard Mr. Ingraham in conversation with anybody on the subject of assignment, or their indebtedness to the Grand Gulf Rail Road and Banking Company.

Cross-Int. 2d. As it regards public rumor and general notoriety, I cannot state farther than what I have said in cross-interrogatory 1st, in regard to the assignments; I do not recollect whether it was previous to, *to* June, 1843, or not, that the notice was handed to T. W. and E. D. Newell; according to T. W. and E. D. Newell's calculation, they are indebted to the assignees, sixty odd dollars. The Grand Gulf Rail Road and Banking Company, or some one for them, held our notes for some thirteen or fourteen thousand dollars; further I cannot state.

(Signed) THOS. M. NEWELL.

The State of Louisiana, Parish of Tensas.

I certify, that the above are the true answers made by Thomas M. Newell, of Tensas Parish, Louisiana, to the interrogatories and cross-interrogatories propounded to him in the above-entitled suits, taken before me, at Ashwood, Parish and State aforesaid, on Monday, the 30th day of April, A.D. 1855, and that he signed the same in my presence, after due reading thereof. Given under my hand, and official seal of office, this the 30th day of April, A.D. 1855, at Ashwood, Tensas Parish, Louisiana.

[SEAL.] (Signed) JOHN M. CARR,
J. P.

Opinion of the Court, delivered 11th June, 1855.

INGRAHAM and READ
v.
JOHN R. MARSHALL, JOSIAH STANBROUGH, HENRY S. DAWSON, Adm'r, M. H. GROVES.

The facts of this case are, that in May, 1841, the Grand Gulf

Rail Road and Banking Company, of Grand Gulf, Mississippi, recovered two judgments against Moses H. Groves, for the aggregate sum of twenty-two thousand six hundred and thirty-eight $\frac{43}{100}$ dollars, with arrears of interest and costs.

Prior to this event the bank had suspended specie payments, and in February, 1842, made a general assignment of its effects to the plaintiff, Ingraham and one Lindsay (of whom the plaintiff Read is the assignee or successor), to be collected and appropriated, 1st, to the expenses of the trust; 2d, to pay off judgment creditors; 3d, to indemnify and save harmless the sureties or guaranties of any engagement for the bank; and 4thly, to make an equal distribution among the remaining creditors.

The trustees accepted their appointment, and in 1842 notified the curator of the debtor, Groves (H. H. Groves), that these judgments had been assigned to them.

In the month of June, 1843, the defendant, John R. Marshall, a bill-holder of the bills of the Grand Gulf Banking Company, commenced two suits by attachment in the District Court of the Parish of Madison, against that corporation, upon the bills of the bank, and recovered a judgment upon the two suits (which, during their progress, had been consolidated), for the sum of four thousand three hundred and ninety-five dollars, with arrearages of interest and costs.

The Sheriff (among other property) attached the two judgments against Groves by an entry of the fact upon the attachment, and by notice to H. H. Groves, administrator.

The Grand Gulf Banking Company appeared to the said suit and defended it, and Ingraham and Read intervened, claiming through their assignment the property attached, and "opposing the plaintiff's demand to claim the property attached."

To the intervention Marshall answered, denying the authority of the bank to make an assignment, and averring that the assignments were fraudulent and void, designed to favor a portion of the creditors, and insisted upon the right of the attaching creditor to dispose of the effects seized notwithstanding the assignment.

A suspensive appeal was taken immediately after the signature of the judgment to the Supreme Court of the State, by the bank and the assignees (intervenors), and a judgment of affirmance was rendered in that Court. This was entered upon the minutes of the District Court for Madison, in November, 1845. In December thereafter, and execution issued to the Sheriff, and in due course of law, these judgments were sold, in April, 1846, at public sale, when Marshall, the plaintiff, became the purchaser. He transferred his title to his co-defendants by a public act in February, 1847.

To a full understanding of the facts and arguments, it is proper to set forth the proceedings in the Circuit Court of Claiborne County, Mississippi, to enforce a forfeiture of the charter of the

bank. In September, 1845, a judgment of partial forfeiture was entered, reserving the right to sue, and collect debts, with a view to the settlement of the affairs of the bank, and on the 17th April, 1846, a final judgment in that Court, forfeiting the whole charter, was entered.

This was suspended by appeal and affirmed in the Supreme Court in 1848, shortly before this suit was commenced.

This suit was commenced to enforce the rights of the assignees, under their assignment, to the judgments rendered against Groves in 1841. The jurisdiction of Chancery is asserted as a consequence of the destruction of the legal character of the corporation, and upon the allegations, that the judgment of Marshall was obtained with a full notice of the title of the assignees, and that the parties who claim those judgments have acted fraudulently and collusively in obtaining a title to them through the action of the Courts of Louisiana.

The jurisdiction of the Court was supported by my predecessor in this Court in 1850, in determining the demurrer to the bill.

The case then rests upon the respective titles exhibited in the bill and answers. There is no support for the allegations of fraud or collusion in the evidence. The only questions to be considered are, whether the proceedings upon the attachment of Marshall, divest the title of the bank to the judgments in favor of the defendants, and whether the plaintiffs have confirmed that title by their conduct at the sale.

The bank and the intervenors were parties to the proceedings and judgment of the attaching creditor. They appeared for their respective interests in the subject of the suit, and contested the validity of the creditor's claim to his debt and satisfaction from the property. Whatever judgments was rendered in that suit is conclusive upon them.

The judgment entry recites that a jury was empanelled, the evidence closed, the case argued, the jury retired to deliberate upon their verdict, returned into Court with their verdict, which was read, agreed to, and ordered to be recorded.

The verdict is for the plaintiff against the defendant for his debt and interest. It proceeds to declare that the intervenors have established no evidence of their claim to the property as set forth in their petition. Thereupon the Court gives judgment that the plaintiff recover of the defendant his debt and interest, specially setting out the items composing both.

"It is further ordered, that the property, rights, and credits attached be sold, according to law, to satisfy the judgment and cost of suit; and that the plaintiff have a preference and privilege thereon; and that the demand of the intervenors be rejected with cost of suit."

This, it was said, was "done, and signed in open Court this 9th May, 1844, after overruling the motion for a new trial.

E. R. MILLSON,
Judge.

It will hardly be contended that this is not a final judgment on the merits, conclusive between the parties. Keene *v.* McDonough, 8 La. 187. The parties who are now before this Court, were parties to the record in that suit. The plaintiffs here, were there claiming to have a better title to the money, due upon the judgments of Groves, than Marshall, the attaching creditor, by virtue of their deed of assignment from the bank. The Bank was before the Court affirming the title of their assignees; Groves was before the Court as a stockholder; Marshall was before the Court claiming his preference. This preference is declared, the judgments are ordered to be sold, and the claim of the plaintiff is dismissed. It is the title of Marshall and his assigns under this judgment, that is now impeached, and impeached as inferior to the claim then rejected. All the conditions required by the code to give force to this judgment, as a res judicata, appear here, C. C. 22, 65. But the plaintiff insists that this is not the judgment rendered in the cause. He produces evidence to show that the entry on the minutes contains the words "as in case of nonsuit," after the words of rejection of the intervenors' claim, and with the addition of those words, there is no res judicata.

The authorities of the Code of Practice of the Decisions of the Supreme Court, are clear, that the minute entry is not a judgment. The Supreme Court will not entertain an appeal from a judgment, which has not been transferred to the book of judgments, and signed by the judge; and the Courts of original jurisdiction are not authorized to issue an execution upon such an one.

The judgment entries on the minutes do not form res judicata. They cannot be looked to to impeach, vary, or in anywise to affect the judgment, signed by the judge, in any collateral proceedings. The State *v.* McDonald, 17 La. R. 485; Ex parte Nichall, 4 Ran. 52; 1 Am. 206, 3 Am. 62. Considering the records of the District Court of Madison only, there can be no question that the only operative judgment is that I have first described.

The question which arises upon the record of the Supreme Court is one of more difficulty. In the transcript placed before that Court, upon the appeal of the intervenors and the bank, the judgments was copied from the minute entry, and the signature of the judge superadded. It appears there, that the claim of the plaintiff (intervenors) was rejected with costs, "as in case of nonsuit," and no mention is made of the refusal of a new trial.

In the Supreme Court, the case was disposed of upon its merits. The Court does not notice the objections to the rejection of the

evidence of the intervenors (the deed of assignment), upon which their title depended, and without which the title of the assignees must necessarily fail, on their intervention in the District Court. The Supreme Court takes no notice of the fact that the assignment was not admitted as evidence upon the trial in the District Court. It treats the assignment as a part of the evidence, and allowed the plea of prescription against the claim of the attaching creditor to impeach it, to be filed in that Court. It is difficult to refer the opinion to the case made on the record.

It may be, as is suggested at the bar, that the case was submitted with a knowledge of the condition of the judgment in the District Court, and with a view to a decision on the merits; or that the Supreme Court regarded the words "as in case of nonsuit," added to a judgment, when there had been a trial and verdict, without significance, or that the Court finding there had been a trial, a condemnation of the property attached to be sold, and the preference and privilege of the creditors declared, supposed them sufficient to modify the import of those words, and that it understood the judgment to conclude the parties, at least to the extent of this debt, leaving the rights unimpaired as to other parties. I should have great difficulty with the case, was there no other circumstances to affect it.

The general rule in Louisiana is, no matter what form of action or proceeding, whether by petition, or exception, or intervention, the question may have been presented, if the same question once judicially decided between the same parties be again agitated, it is sufficient to create the presumption resulting from the thing adjudged, and forms a complete bar.

Plecque *v.* Perrett, 19 Lous. 328. I agree that "the reasons for the judgment" given by the Supreme Court, and spread upon the record, in accordance with the Code of Practice (Art. 909), are not to be taken as the judgment. But when the import of the judgment is equivocal or ambiguous, the opinion is important in determining the limits of the res judicata. Plecque *v.* Perrett, 19 Lous. 328; 5 Am. 200, 3 Am. 202; 6 Ala. R. 141. But to determine the value of the title of the respondents, we must not confine our observation to the record of the Supreme Court.

The Code of Practice prohibits the issuing of an execution upon judgments from that Court; whether the judgments there be of affirmance or reversal, the execution is devolved upon the Court of original jurisdiction. It directs that the judgments shall be recorded in the Court of original jurisdiction before they are executed, and the order to record the judgment must be moved for in open Court, by the party desirous of execution, and after that an order for execution may be obtained from that Court. Cod. Pr. 915, 617, 618, 619, 623.

These acts were performed in this case. The record from the Supreme Court consisted of the opinion, such as I have described it, where the merits of the title through the assignment are carefully

examined, and pronounced insufficient to defeat the attachment, and concluding with the announcement that "the judgment of the District Court is, therefore, affirmed with cost," and thereupon an order for execution was made by the District Court.

What was then the condition of the record of the District Court? The original judgment for the attaching creditor against the bank and intervenors, finding a debt, condemning the property attached to be sold, declaring a preference and privilege in favor of the creditor, and rejecting the claim of the assignees, bearing the signature of the Judge, was there, and from that an appeal had been allowed.

Then, there was an opinion vindicating that judgment, by a careful examination of the assignment of the bank, and pronouncing its invalidity as against the attaching creditor. Then came the confirmatory order, which the District Court could refer to nothing but the judgment above described, and finally the order of execution.

There was nothing to indicate a variance between the transcript in the Supreme Court and the legal entry of judgment in the District Court. No inquirer could apply the confirmatory order to other than this judgment.

Upon this condition of the record, the execution under which the sale was made was levied, the property appraised and sold. The seizure notice to the defendant's attorney and the appraisement were within the legal delays, and the sale, after the return day of the execution, was permissible. Dorsey *v.* Carrolton Bank, 5 Am. 237; Rowley *v.* Kemp, 2 Am. 361. The inquiry remains, what title did the purchaser take by the sale and conveyance of the sheriff? The purchaser is not bound to look beyond the decree, when executed by a conveyance, if the facts necessary to give the Court jurisdiction appear on the face of the proceedings, nor to look further back than the order of the Court. If the jurisdiction was improvidently exercised, or in a manner not warranted by the evidence before it, it is not to be corrected at the expense of the purchaser, who had a right to rely upon the order of the Court as an authority emanating from a competent jurisdiction. 10 Peters S. C. R. 450–478. The defendant, Marshall, was a creditor, pursuing what he considered to be his legal right, what the Courts had pronounced to be a legal right, to satisfaction for his debt from judgments standing in the name of his debtor upon the records of the Court where his suit was commenced. By his purchase, he cancelled his debt against the defendant, and assumed the burden of paying the costs of the suit. I have no evidence of fraud or collusion in the sale, or of any inadequacy of price. But there is evidence that the sale was open and public, and fairly conducted. Nearly a year after, he conveyed to other purchasers. They were required to see the judgment on the records of the District Court, and there was nothing there, except what inspired confidence in the title they undertook to purchase. They saw an absolute and unqualified judgment, rejecting the claim of the assignees

of the bank, and condemning the effects attached to sale. They saw no entry to annul or modify that judgment, but, on the contrary, one affirming it in all its parts, with reasons of its propriety, convincing to the highest Court of the State.

The questions whether the attachment had been legally levied, or whether the property seized was a subject for the satisfaction of the attaching creditor's demand, were involved in the issues tried, and the order for an execution of the judgment was given after a review of all the claims of the bank or its assigns. The subject for sale were judgments on the records of the Court that gave the order, and all persons entitled to oppose it were before the Court. The purchaser was entitled to make the purchase, with an assurance that his title would be respected.

Nor were the purchasers advised by any act of the assignees, that there was peril in the act of purchase, or that the sale was a derogation of their rights.

The evidence is satisfactory that the principal assignee was at the sale, and before, and at the time, encouraged purchasers to buy. The assignees were interested in this, for the claim of the attaching creditors was a charge upon the assets, that might come to their hands, and its payment was a diminution of the debts they were required to pay.

Three years elapsed from the entry of the unconditional and unexplained order of affirmance of the judgment of the District Court, upon the records of the District Court, before this suit was commenced. No effort was made during that time to harmonize the conflict in the various and discrepant entries in the Courts of original and appellate jurisdiction, by direct applications to them.

No effort has been made by the assignees to enforce the judgments they claim in the Court where they were rendered, and which has assumed to dispose of them, nor to correct the irregularities of the officers of which they now complain.

The titles which have been granted under the orders of the Court, and the acts of the officers, are impeached in a Court of an independent and separate organization, and in a collateral proceeding.

The attempt is made not by an application to the ordinary jurisdiction of the Court, but to its extraordinary powers, powers which do not become active against conscience or public convenience, and when there has not been good faith and reasonable diligence.

My conclusion is, that the plaintiffs have not made such a case as authorizes the interposition of a Court of Equity for their relief.

The record shows a final judgment of the Court of original jurisdiction against their title. That upon their own appeal are erroneous transcript of that judgment was carried to the Supreme Court, and is to be found there with the rest of the case. But that this was not carried to the book of records of the Supreme Court, nor copied into its opinion, nor recited in its final order, nor do the reasons

for the judgment in the Supreme Court depend upon its restricted language of the judgment exhibited in the transcript, nor does the decretal order of the Supreme Court recite or relate to it.

But the opinion of the Court depends upon a judgment, such as existed on the record of the District Court, and the confirmatory order was addressed to that judgment.

This opinion and this confirmatory order were spread upon the records of the District Court, and form the basis of the executory orders and proceedings. Rights have attached under those proceedings and orders, not only without opposition, but with the solicitation and consent of the plaintiffs. This Court does not feel at liberty to disturb them, by an inquiry into the supposed errors or irregularities which may be found in the various entries and proceedings of the State tribunals.

Bill dismissed with costs.

(Signed) J. A. CAMPBELL,
Assoc. Justice, S. C. U. S.

Final Decree.

Circuit Court of the United States, Fifth Circuit and Eastern District of Louisiana. April Term, A.D. 1855.

New Orleans, Tuesday, 12th June, 1855. Court was opened pursuant to adjournment. Present, Hon. T. H. McCaleb, District Judge.

The following decree was received from Hon. J. A. Campbell, and ordered to be entered.

INGRAHAM and READ, Assignees, &c.,
v.
H. S. DAWSON, Adm'r of MOSES GROVES,
JOHN R. MARSHALL, and JOSIAH STANSBROUGH. } 1752.

This cause came on to be heard at this term, upon the pleadings, exhibits, and proofs, and was argued by counsel. On consideration whereof, it is now ordered and adjudged, that complainants' bills be dismissed with costs.

Decree rendered 12th June, 1855.

Decree signed 20th June, 1855.

(Signed) J. A. CAMPBELL,
Assoc. Justice, S. C. U. S.

Petition of Appeal, filed 18th Dec'r, 1855.

To the Hon. Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana.

The petition of Alfred Ingraham and George Read, assignees, in trust of the Grand Gulf Rail Road and Banking Company, respect-

fully shows, that they are advised that there is error to their prejudice in the decree rendered by this honorable Court, on the 11th day of June, 1855, in their certain suit, No. 1752 on its records, entitled A. Ingraham et als. *v.* H. H. Groves et als., wherein your petitioners were complainants, and Henry S. Dawson, administrator of the estate of Moses Groves, Josiah Stanbrough, and John R. Marshall, are defendants, and that your petitioners are aggrieved thereby.

Wherefore, they pray that an appeal to the Supreme Court of the United States be granted them from said judgment or decree, on giving bond and surety in such sum as this Court may determine, and that said defendants be cited to appear and answer thereto. And they further pray for such general relief as the nature of their case may in equity require.

(Signed) H. H. STRAWBRIDGE,
Solicitor for Petn'rs.

Minutes.

November Term, A. D. 1855.

New Orleans, Tuesday, 18th December, A.D. 1855. Court met, pursuant to adjournment. Present, Hon. T. H. McCaleb, District Judge. Absent, Hon. J. A. Campbell, Presiding Judge.

ALFRED INGRAHAM et als.
v.
H. H. GROVES et als. } 1752.

On motion of H. H. Strawbridge, Esq., of counsel for complainants, and on presenting and filing a petition on their behalf, representing that they are aggrieved by the final decree herein against them, and are desirous of appealing therefrom to the next term of the Supreme Court of the United States, it is ordered that an appeal be allowed as prayed for, on complainants giving bond, conditioned according to law, in the penal sum of five hundred dollars, with good and solvent security thereon.

Appeal Bond.

Filed 18th Dec'r, 1855.

Know all men by these presents, that we, Alfred Ingraham and George Read, assignees in trust of the Grand Gulf Rail Road and Banking Company, as principals, and George Connelly as their surety, are held and firmly bound, jointly and severally, unto Henry S. Dawson, administrator of Moses Groves, Josiah Stanbrough, and John R. Marshall, in the sum of five hundred dollars, lawful money of the United States of America, to be paid to the said administrator, Stanbrough, and Marshall, or either of them, their heirs, executors,

administrators, and assigns, for which payment, well and truly to be made, we bind ourselves, and each of us by himself, and each of our heirs, executors, and administrators, firmly by these presents, sealed with our seals, and dated the eighteenth day of December, in the year of our Lord eighteen hundred and fifty-five.

Whereas Alfred Ingraham and George Read, assignees of the Grand Gulf Rail Road and Banking Company, has this day presented a petition to the Honorable the Circuit Court of the United States, for the Fifth Circuit, holding sessions in and for the Eastern District of Louisiana, praying that an appeal be granted them from the judgment or decree rendered at the April Term of this Court, on the 11th day of June, 1855, in case No. 1752 of its records, entitled A. Ingraham et al. *v.* H. H. Groves, administrator, et al.

Now the condition of the above obligation is, that we, the above bounden Ingraham and Read, trustees, &c., and George Connelly, as their surety, will well and truly pay to the said Dunson, administrator, said Stanbrough, and said Marshall, the defendants in said suit and appeal, all such damages as they may recover against us, in case it should be decided that the said appeal was wrongfully obtained.

(Signed) ALFRED INGRAHAM, [SEAL.]
GEORGE READ, [SEAL.]
By ALFRED INGRAHAM, [SEAL.]
And by H. H. STRAWBRIDGE,
His Att'y.
GEORGE CONNELLY.

Signed, sealed, and delivered
in the presence of
H. H. STRAWBRIDGE.

Approved.
(Signed) THEO. H. McCALEB,
U. S. Judge.

United States of America, Circuit Court of the United States,
Fifth Circuit and Eastern District of Louisiana.

Clerk's Office.

I, John W. Gurley, Clerk of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, do hereby certify that the foregoing 352 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had, together with all the evidence adduced on the trial of the case of Alfred Ingraham and George Read, assignees, &c. *v.* H. H. Groves, admin'r, &c., et als., No. 1752 of the docket, so far as the same now remain of record or on file in said Court.

Witness my hand and the seal of said Court, at the
[SEAL.] City of New Orleans, this 15th day of September, A.D. 1856.

J. W. GURLEY,
Clerk.

The United States of America.

The President of the United States to John R. Marshall, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington, on the first Monday of December next, pursuant to an order and petition of appeal, filed in the Clerk's Office of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, wherein Alfred Ingraham and George Read, assignees in trust of the Grand Gulf Rail Road and Banking Company, are plaintiffs in appeal, and you et als. are defendants in appeal, to show cause, if any there be, why the judgment rendered against the said plaintiffs in appeal, as in said petition and order mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this nineteenth day of December, in the year of our Lord one thousand eight hundred and fifty-five.

THEO. H. McCALEB,
U. S. Judge.

Indorsed: John R. Marshall. United States Circuit Court. No. 1752. Alfred Ingraham et als. *v.* H. H. Groves et als. Citation in Appeal.

Marshal's Return.

Received, December 19th, 1855, and, on the same day, I served the within on the said John R. Marshall, by leaving a copy thereof at the law office of Benjamin, Bradford and Finney, Esq'rs, City of New Orleans, and who are the att'ys of record in this case, for the said John R. Marshall. The said copy was there left in the hands of B. F. Winchester, a free white person, over the age of 14 years, doing business or staying as a student at law in said office, the said Benjamin, Bradford and Finney being absent at the time. Returned Dec'r 20th, 1855.

A. C. JACKSON,
Deputy Marshal.

The United States of America.

The President of the United States, to Josiah Stanbrough, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington, on the first Monday of December next, pursuant to an order and petition of appeal, filed in the Clerk's Office of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, wherein Alfred Ingraham and George Read, assignees in

trust of the Grand Gulf Rail Road and Banking Company, are plaintiffs in appeal, and you and als. are defendants in appeal, to show cause, if any there be, why the judgment rendered against the said plaintiffs in appeal, as in said petition and order mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this nineteenth day of December, in the year of our Lord one thousand eight hundred and fifty-five.

THEO. H. McCALEB,
U. S. Judge.

Indorsed: Josiah Stanbrough. United States Circuit Court. No. 1752. Alfred Ingraham et als. *v.* H. H. Groves et als. Citation in Appeal.

Marshal's Return.

Received, December 19th, 1855, and on the same day I served the within on Josiah Stansbrough, by leaving a copy thereof at the office of George Eustis, Esq., attorney of record for said Josiah Stansbrough in this case, in the City of New Orleans. Said copy was thus left by me in the hands of James B. Eustis, a free white person, over the age of fourteen years, and a regular and permanent inmate or student in said office—the said George Eustis being absent at the time. Returned, Dec. 20th, 1855.

A. C. JACKSON,
Deputy Marshal.

The United States of America.

The President of the United States, to Henry S. Dawson, administrator of the estate of Moses Groves, deceased, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington, on the first Monday of December next, pursuant to an order and petition of appeal, filed in the Clerk's Office of the Circuit Court of the United States, for the Fifth Circuit and Eastern District of Louisiana, wherein Alfred Ingraham and George Read, assignees in trust of the Grand Gulf Rail Road and Banking Company, are plaintiffs in appeal, and you et al. are defendants in appeal, to show cause, if any there be, why the judgment rendered against the said plaintiffs in appeal, as in said petition and order mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this nineteenth day of Decem-

ber, in the year of our Lord one thousand eight hundred and fifty-five.

THEO. H. McCALEB,
U. S. Judge.

Indorsed: H. S. Dawson, Adm'r, &c. United States Circuit Court. No. 1752. Alfred Ingraham et als. *v.* H. H. Groves et als. Citation in Appeal.

Marshal's Return.

Received, December 19th, 1855, and on the same day I served the within on H. S. Dawson, Adm'r, &c., of the estate of Moses Groves, deceased, by leaving a copy thereof at the office of George Eustis, Esq., attorney of record in this case, for the said H. S. Dawson, adm'r, &c., in the City of New Orleans. Said copy was thus left by me in the hands of James B. Eustis, a free white person, over the age of 14 years, and a regular and permanent inmate of or student in said office, the said George Eustis, Esq., being absent at the time. Returned, Dec'r 20th, 1855.

A. C. JACKSON,
Deputy Marshal.